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ABSTRACT

The ideas and the information in this handbook illustrate the experiences of local recreation and education agencies that started cooperative programs in the face of declining resources and increasing demand for improved services. Funding distribution in California usually gives schools financial latitude in facilities and transporation, while recreation agencies often have stronger resources for maintenance, flexible staffing, and capital outlay. Examples are given of local cooperative efforts, such as the sponsorship of intramural programs and summer schools, development of school/park facilities, vocational education for students entering recreation-related fields, and joint use of surplus school property. Three appendices contain more detailed information for implementing and analyzing cooperative programs. The first gives the California legal codes governing local cooperative programs, and the second is a list of possible funding sources, such as grants and state and federal programs. The third appendix provides examples of cooperative agreements drawn up between local recreation and education entities, including: (1) a joint school maintenance program: (2) joint use of buses: (3) leasing a portion of a school: and (4) joint maintenance and operation of a community park pool. (PG)

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LET'S COOPERATE II:

The Costs and Benefits of Cooperation

Between Recreation/Park and Education Agencies

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Project Sponsors: The California Park and Recreation Society

The California Department of Education

The California Department of Parks and Recreation

Questions about information

contained in this booklet

may be addressed to:

Charlie Willard, Assistant Supervisor
CORRP Unit
Department of Parks and Recreation
830 S Street, P.O. Box 2390
Sacramento, California 95811

SP 018 689

MAY, 1981

TABLE OF CONTENTS

		Page
	A LITTLE ABOUT CREC	v
I.	CHAPTER ONE: WHY SHARE RESOURCES?	1
	Overview	3
	Shared Priorities for Funding	3
	Unequal Resources	5
II.	CHAPTER TWO: PROGRAM EXAMPLES	7
	Overview	9
	Intramural Programs	9
	Pool Maintenance and Operations	10
	Development of School/Park Facilities	11
	Elementary	13
	Junior High	14
	High School	15
	Joint Public Relations/Class Offering Brochures	16
	Vocational Education for Students Entering Recreation/Park Related Fields	17
	Jointly-Sponsored Summer Schools	18
	Noon Recess Activities	18
	Joint Use of Surplus School Property	19
	Special-Education Programs	22
III.	CHAPTER THREE: PERCEIVED BENEFITS (It Isn't All Dollars and Cents...)	23
	Overview	25
	Case Study: San Jose	26
	Community Centers	27
	Long-Range Budget Planning	28
	Joint Planning and Design	28
	Joint Planning for Use of Surplus School Property	29
	Shared Personnel	29
	Joint Equipment Purchase	29
	Youth Diversion Programs	29
	Other Program Examples that Demonstrate the Benefits of Cooperation	30
	Joint Maintenance of Facilities	30
	Pooling Expertise of Staffs	30
	Shared Busing	30
	In-School Enrichment Programs	31
	Day-Care Programs	32
	Therapeutic Recreation Programs	32

Page

APPENDICES

A. Legal Codes for Cooperative Programs. 35
Education Code. 37
Government Code Sections 6500 - 6513. 38
Public Resources Code 40

B. Possible Resources for Cooperative Programs 43
References. 45
Funding Sources 46

C. Cooperative Agreement Examples. 53
Acquisition Agreement Demonstrating Alternative to Use of State Bond Monies 55
Joint Maintenance Agreement 59
Agreement for Lease of an Elementary School 63
Joint Maintenance and Operation of a Community Park Pool. 71
Joint Use of Buses. 81
Agreement for Lease of a Portion of an Intermediate School. . . . 87

LIST OF FIGURES

1. Committee Members v
2. Potential for Cooperative Services to Communities 4
3. Unequal Resources 5
4. Intramural Sports 9
5. Pool Maintenance and Operations 10
6. Joint Development of an Elementary School/Park Site 13
7. Joint Development of a Junior High School/Park Site 14
8. Joint Development of a High School/Park Site. 15
9. Joint Publications and Mailings 16
10. Cooperative Vocational Education. 17
11. How to Justify Noncooperation 25
12. How to Counterattack Noncooperation 26

A LITTLE ABOUT CREC

This handbook is a publication of the Committee for Recreation/Education Cooperation (CREC). CREC is jointly sponsored by the California Department of Parks and Recreation, the California Department of Education, and the California Park and Recreation Society. CREC includes members from state and local education and recreation/park agencies. A network of associate members has been established to provide information to CREC. You can provide or gain information on CREC by contacting the California Park and Recreation Society, 1400 K Street, Sacramento, California 95814, (916) 441-0254.

FIGURE 1:
COMMITTEE MEMBERS

Sam Crawford Director
Madera City Recreation and
Community Services

Charles Davis, Executive Director
Mission Oaks Recreation and
Park District

Andee Press Dawson, Member
Board of Directors
California Community Education Association

Keith Demetrak, Chief
Office of Interpretive Services
California Department of Parks
and Recreation

Paul Gussman, Consultant
Management Services
California Department of Education

Ken Joswiak, Recreation Coordinator
San Bernardino City Parks and Recreation

Bill Kenney, Consultant
Migrant Education Unit
California Department of Education

Steve Larson, Executive Director
California Park and Recreation
Society

John MacDonald, Coordinator
School Facilities Planning Unit
California Department of Education

Hazel Mahone, Deputy Executive Director
California School Boards Association

Dr. James Negley, Instructor
Department of Recreation
American River College

Lance Reuther, Administrator
Mt. Diablo Adult Education

Emil Seifert, Director
Stockton City Parks and Recreation

Charlie Willard, Assistant Supervisor
CORRP Unit, California Department
of Parks and Recreation

Carol Iddins, Project Coordinator

CHAPTER I

WHY SHARE RESOURCES?

OVERVIEW

Public agencies are facing a period of declining resources and increased taxpayer demand for improved services. In the past, responsible management techniques dictated cooperation and elimination of duplication. Today, the situation demands it. After publication of "Let's Cooperate: A Handbook for Recreation/Park and Education Agencies," many practitioners requested more specific information on the costs of establishing cooperative programs. In Chapter II of this booklet, we present some of the cost breakdowns of various programs. (However, costs will vary depending on circumstances, and agencies should do their own cost studies before embarking on cooperative programs.) In Chapter III, we present a case study of San Jose, a city that has had a very successful program for 15 years. The appendices include information that will be helpful in implementing or analyzing cooperative programs.

Before embarking on a discussion of the costs of cooperation, however, it is important to note that there are many benefits to cooperation which administrators tend to overlook and that cannot be broken down into dollars and cents figures. One such benefit is the increased community support gained by cooperative programs. It should also be emphasized that administrators who have developed cooperative ventures stress that cooperative financial arrangements were simply the means of reaching a common goal: serving the community.

SHARED PRIORITIES FOR FUNDING

Both recreation/park and education agencies are responsible for providing communities with learning and leisure opportunities.

Education has traditionally been responsible for teaching the basics (the 3 Rs) and for preparing students for "life after school." "Life-preparation" skills have generally been taught through "enrichment" activities such as the arts and sciencies, language arts, consumer education, physical and environmental education, and vocational training. Adult education is also a traditional concern of education agencies. In addition, the California State Department of Education's School Improvement Program focuses the attention of schools on parent involvement, community participation, and interagency cooperation.

Recreation and park agencies share many of these goals with the schools. Recreation/park agencies have a primary goal of providing leisure and enrichment activities that refresh individuals, renew physical and emotional well-being, and divert energies away from stress. In meeting these goals, recreation/park agencies have traditionally provided open-space areas for nature enjoyment and community leisure activities such as games, sports, crafts, and drama.

It is obvious, then, that recreation/park and education agencies share common goals and responsibilities for many "enrichment" learning experiences. Centering on activities basic to both agencies increases the likelihood of joint funding. Some possible areas of nigh priority for both recreation/park and education agencies might include the categories listed in Figure 2.

FIGURE 2:
COOPERATIVE SERVICES TO COMMUNITIES

Facilities:

Joint use, construction, and maintenance; joint equipment purchase; day care and senior citizen centers; after-school playgrounds; planning for and use of surplus property; joint scheduling for after-school use of facilities; and shared busing.

In-School Recreation:

Outdoor/environmental education; dance supervision; enrichment activities (arts); intramural sports; therapeutic recreation; noon recess supervision; elementary P.E.; summer schools; in-school enrichment programs; and in-school adult recreation (to bring taxpayers into the schools).

Other Possibilities:

Tutoring using senior citizens; hot-meal programs; vocational training; and joint public relations bulletins.

UNEQUAL RESOURCES

Park/recreation and education agencies generally have different resources available to them. The following chart illustrates the most common distribution between the two agencies. A plus (+) sign indicates which agency has a greater potential for fulfilling a particular need.

FIGURE 3:
UNEQUAL RESOURCES

RESOURCE	SCHOOLS	RECREATION/PARKS
Maintenance		+
Facilities	+	
Equipment	+	+
Flexible Staff		+
Transportation	+	
Capital Outlay $$		+

An example of the successful merger of the different resources of the recreation/park and education agencies is found in Hesperia, where the school district had facilities and the recreation department had staff. They coordinated those resources and developed a valuable program for junior high students and the community.

EXAMPLE: HESPERIA

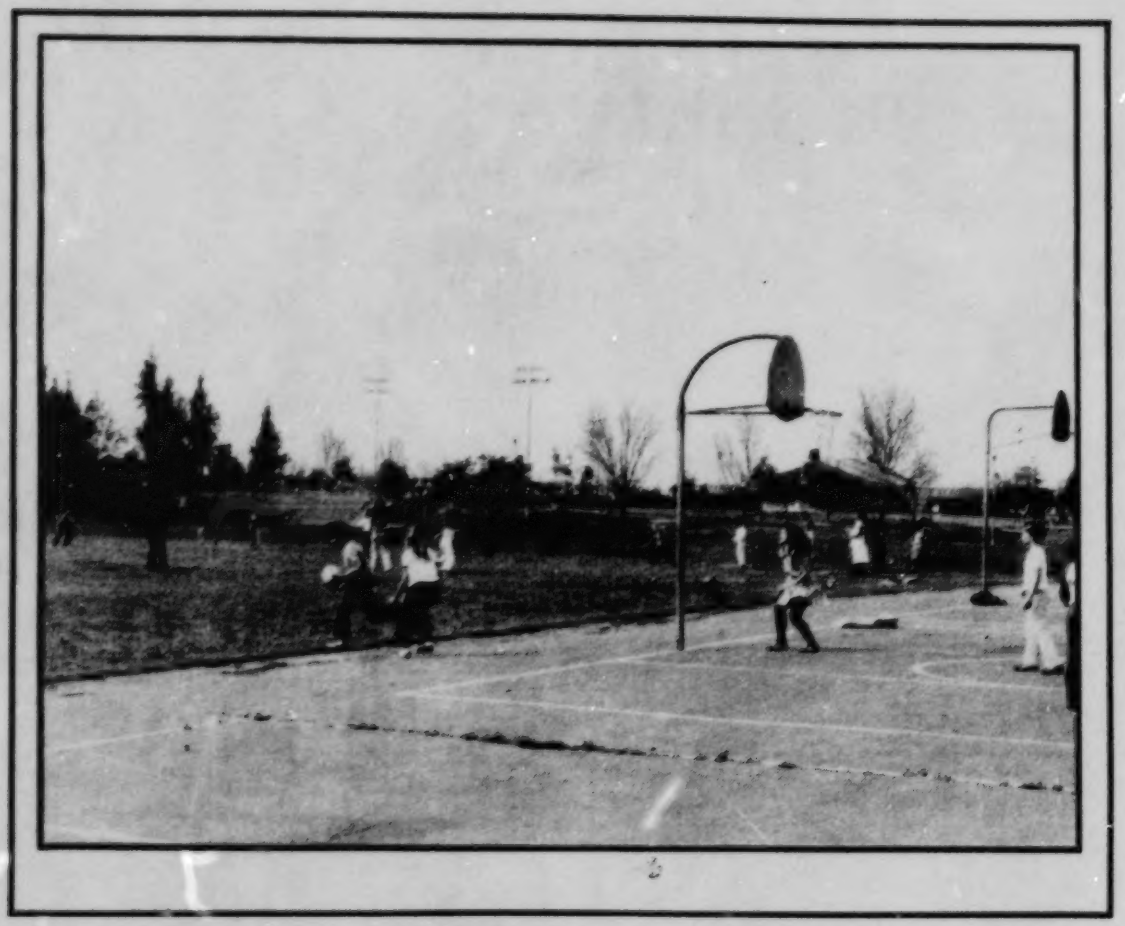
After Proposition 13 passed, the Hesperia school district began charging the recreation department for utilities and janitorial services. Resulting discussions between the two agencies revealed that the junior high school needed noon supervision (of organized activities) and extracurricular offerings. The agencies agreed that they could both meet their goals through cooperation, and the following agreement was reached.

The recreation department hired a full-time recreation coordinator to work at the junior high school. In return, the school provided the coordinator with a desk, phone, and daily supplies (the recreation department pays the major supply costs such as printing of brochures), and discontinued its policy of charging a fee for use of the facilities. The coordinator schedules all recreation activities at the school, including noon supervision and after-school extracurricular offerings.

There are many advantages to this arrangement, such as the provision of noon assemblies, increased participation of students in extracurricular activities, and coordination of all intramural activities (and expansion of those programs to allow more students to participate). In addition, central coordination of all recreation activities by one person provides for the best use of city and school facilities, and ends the problem of overlapping schedules.

CHAPTER II

PROGRAM EXAMPLES



OVERVIEW

Although not all the benefits of cooperation can be analyzed for exact cost/benefits to each agency, there are often great savings to be gained by the taxpayers when agencies pool resources. This chapter presents several charts and narrative descriptions showing the costs for specific programs that demonstrate the benefits of cooperation.

INTRAMURAL PROGRAMS

The City of Davis provides us with an example of how savings can be realized through a jointly-sponsored intramural program.

EXAMPLE: DAVIS

In the fall of 1979, the city Parks and Community Services Department cosponsored an "Intramural-Interscholastic Junior High Sports Program" with the local junior high school. The initial arrangements for funding specified that the city would fund coaching for the time the coaches spent practicing with the participants, and the school district would fund salaries for the time coaches spent in actual games. An approximate cost breakdown follows:

FIGURE 4:
INTRAMURAL SPORTS

RESOURCES	*SEPARATELY EACH PAYS THE FULL COST*	*COOPERATIVELY SCHOOL*	*REC*
Full-time coach	*$ 2,240 each*	*$1,400*	*$ 840*
Part-time (head coach)	*1,900 each*	*1,900*	*-0-*
Part-time (coaches)	*8,500 each*	*2,500*	*6,000*
Equipment	*500 each*	*300*	*200*
Transportation	*500 each*	*500*	*-0-*
TOTAL COST	*$13,640 each*	*$6,600*	*$7,040*
SAVINGS TO TAXPAYERS THROUGH COOPERATION		*$7,040*	*$6,000*

TOTAL SAVINGS ($13,040)

The city also cosponsors a noontime intramural program at the high school. The city provides the staff while the school provides the equipment.

POOL MAINTENANCE AND OPERATIONS

The following example demonstrates the advantages of cooperatively maintaining and operating a community/school pool. The costs are computed for a four-month period.

EXAMPLE: SIMI VALLEY

The Rancho Simi Valley Unified School District and the Rancho Simi Valley Recreation and Park District cooperatively developed and maintain a 50-meter community park swimming pool. According to their agreement, both agencies participated in planning and constructing the facility, which is located on community park property. The recreation and park district maintains title to the pool and facilities. According to the written agreement, the pool is scheduled for school use for 8-1/2 hours each day during the week. Community use is scheduled for the remaining 4-1/2 hours each day of the week and 13 hours on Saturdays and Sundays. The recreation district bills the school district according to the number of hours of use.

FIGURE 5:
POOL MAINTENANCE AND OPERATIONS

CATEGORIES	*SEPARATE FACILITIES*	*JOINT MAINTENANCE COSTS**	
	If developed and maintained separately, every 4 months each agency pays:	*Rec. Dist. pays for 540 hours of community use*	*School Dist. pays for 533 hours of use*
Labor (maintenance cleaning and repairs)	$ 6,916	$ 3,480.56	$ 3,435.44
Supplies (chlorine, etc.)	630	317.05	312.95
Custodial (paper products)	88	44.29	43.71
Utilities	18,500	9,310.34	9,189.66
TOTAL	$ 23,134	$ 13,152.24	$ 12,981.76

Triannual savings to taxpayers through cooperation:	$ 20,134
Annual savings to taxpayers through cooperation:	$ 60,402

(Pool Development)	*($500,000)*	*($300,000)*	*($200,000)*

**Based on 13 hours per day of use. Costs will vary depending on hours of use due to holidays, etc.*

DEVELOPMENT OF SCHOOL/PARK FACILITIES

The following three charts show the potential costs and savings of jointly developing park/school sites. On each chart, the first row of figures shows the cost to the park agency if it develops a park with no help from the school. The second column shows the cost to the school district if it develops a portion of land with no cooperation from the park agency. The addition of those two columns shows the total cost to the taxpayers when agencies do not cooperate.

The last two columns show the costs to each agency for development of a cooperative park/school facility. It should be noted that the figures for joint development are computed for a smaller portion of land than if each separate facility were combined. The assumption behind this reduction in total acreage is that by combining the two facilities, each can take advantage of a portion of the other's, thus diminishing the total number of acres needed for community service. NOTE: The dollar amounts in all of the following charts are provided solely for comparative purposes. Actual dollar amounts will vary considerably according to geographic location and inflation.

EXAMPLE: MISSION OAKS, SAN JUAN UNIFIED SCHOOL DISTRICT

According to Chuck Davis, Director of Mission Oaks Recreation and Park District, community support in the planning of joint-development projects is very crucial. Not only do community members become more aware of the function and needs of the two cooperating agencies, they also help in designing a center that will fit the community's needs.

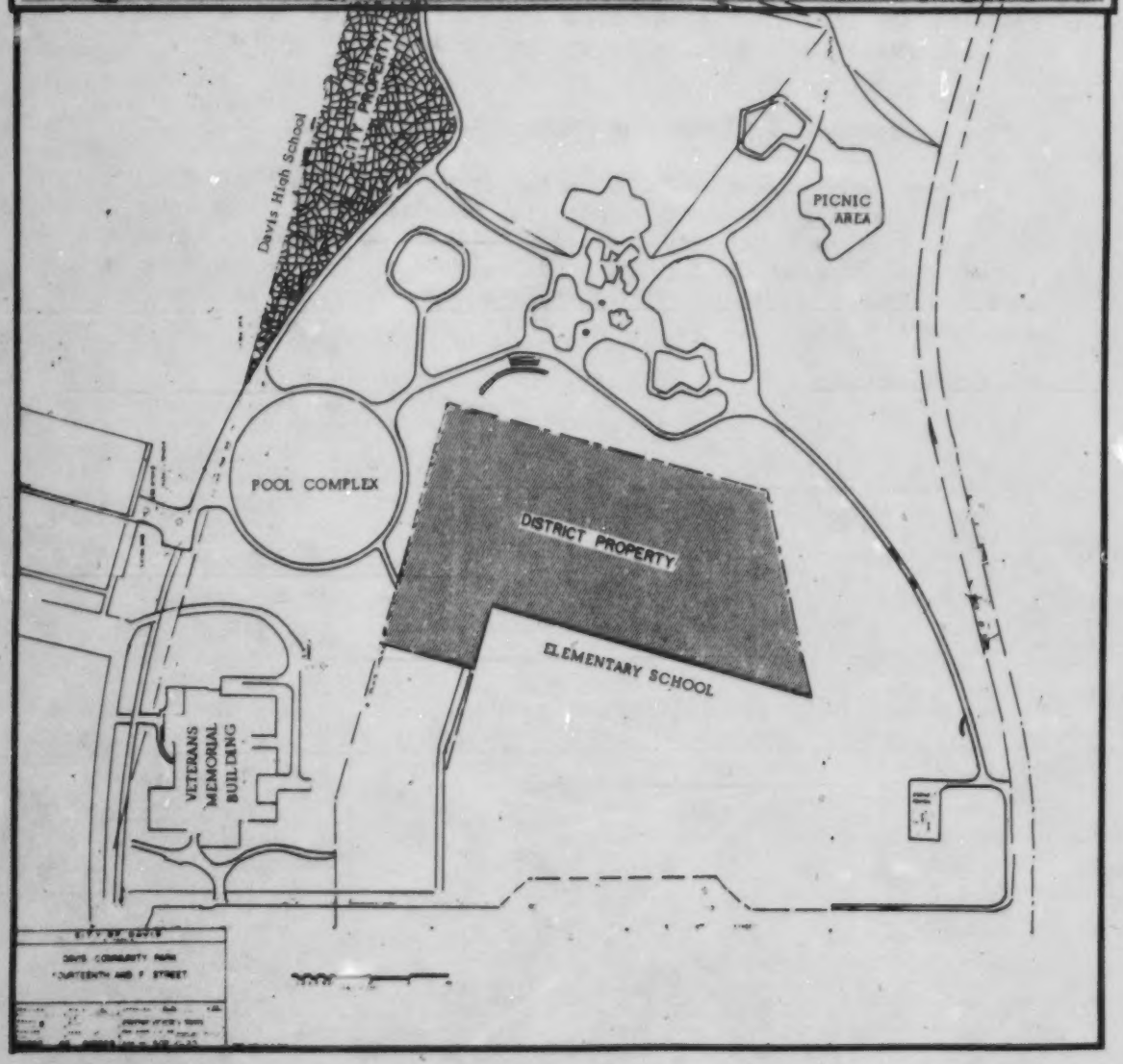

Davis High School
CITY PROPERTY
PICNIC AREA
POOL COMPLEX
DISTRICT PROPERTY
ELEMENTARY SCHOOL
VETERANS MEMORIAL BUILDING

FIGURE 6:
JOINT DEVELOPMENT OF AN ELEMENTARY SCHOOL/PARK SITE

1. The 12-Acre Elementary School/Park Site: K-6 (450-600 Enrollment)

CATEGORY	TAXPAYERS FINANCE TWO 10-ACRE SITES: COST TO PARK AGENCY (10-Acre Park)	TAXPAYERS FINANCE TWO 10-ACRE SITES: COST TO SCHOOL (10-Acre Site)	TAXPAYERS FINANCE ONE 12-ACRE SITE: JOINT DEVELOPMENT COSTS (6-Acre Park)	TAXPAYERS FINANCE ONE 12-ACRE SITE: JOINT DEVELOPMENT COSTS (6-Acre School)
CAPITAL OUTLAY COSTS				
A. Land acquisition ($30,000/Acre: Nondeveloped agricultural land).	$300,000	$ 300,000	$180,000	$ 180,000
B. Play equipment (tiny-tot lot, adventure land, concrete skirts, sand: 12,800 sq. ft.).	45,000	45,000	22,500	22,500
C. Softball field with backstop, dugout, over-throw fences, bleachers, and water fountains (180'x180'x2 areas).	17,000	17,000	8,500	8,500
D. Practice field (temporary backstop) (180'x180'x2 areas).	2,000	2,000	1,000	1.000
E. Hard-surface game area with basketball standards, volleyball courts, and tetherball poles (80'x100' = $15,000; 4 areas).	15,000	60,000	15,000	45,000
F. Restrooms.	30,000	-0-	30,000	-0-
G. 2 picnic tables with concrete pads ($400 each).	800	-0-	800	-0-
H. Irrigation and lawns ($11,000/acre for planting and irrigation; grading = $1,500).	89,500	67,500	44,750	44,750
SUBTOTALS	$499,300	$ 491,500	$302,550	$ 301,750
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$ 990,800		$ 604,300
INITIAL SAVING				$ 386,500
YEARLY COSTS				
I. Maintenance and Operations; $5,000/acre (equipment, supervision, and utilities).				
SUBTOTALS	$ 50,000	$ 50,000	$ 30,000	$ 30,000
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$ 100,000		$ 60,000
YEARLY SAVING				$ 40,000
TEN-YEAR COST (Yearly cost x 10 plus capital outlay) SUBTOTALS	$999,300	$ 991,500	$602,550	$ 604,300
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$1,990,800		$1,206,850
TEN-YEAR SAVING				$ 783,950

FIGURE 7:
JOINT DEVELOPMENT OF A JUNIOR HIGH SCHOOL/PARK SITE

2. The 20-Acre Junior High or Middle School/Park Development: 7-8 Grades (750-900 Enrollment)

CATEGORY	TAXPAYERS FINANCE TWO 14-ACRE SITES: COST TO PARK AGENCY (14-Acre Park)	TAXPAYERS FINANCE TWO 14-ACRE SITES: COST TO SCHOOL (14-Acre Site)	TAXPAYERS FINANCE ONE 20-ACRE SITE: JOINT DEVELOPMENT COSTS (10-Acre Park)	TAXPAYERS FINANCE ONE 20-ACRE SITE: JOINT DEVELOPMENT COSTS (10-Acre School)
CAPITAL OUTLAY COSTS				
A. Land acquisition ($30,000/Acre: Nondeveloped agricultural land).	$ 420,000	$ 420,000	$ 300,000	$ 300,000
B. Physical education outdoor apparatus area (4,000 sq. ft.).	45,000	45,000	22,500	22,500
C. Softball field with backstop, dugout, overthrow fences, bleachers, and water fountains (360'x360').	17,000	17,000	8,500	8,500
D. Practice field (temporary backstop) (300'x750').	2,000	2,000	1,000	1,000
E. 5 picnic tables with concrete pads (260'x460').	2,000	-0-	2,000	-0-
F. Night lighting for ball diamond.	30,000	-0-	30,000	-0-
G. Hard-surface game area with basketball standards, volleyball courts, and tetherball poles (80'x100' = $15,000).	16,875	50,625	25,313	25,313
H. 2 tennis courts and fencing (90'x200').	50,000	50,000	25,000	25,000
I. Restrooms (outdoors).	50,000	-0-	50,000	-0-
J. Pool and teen center/bath house (300'x120').	500,000	500,000	250,000	250,000
K. Irrigation and lawns ($11,000/acre for planting and irrigation; grading = $1,500).	133,500	89,500	83,250	83,250
SUBTOTALS	$1,266,375	$1,174,125	$ 797,563	$ 715,562
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$2,440,500		$1,513,125
INITIAL SAVING				$ 927,375
YEARLY COSTS				
L. Maintenance and Operations; $5,000/acre (equipment, supervision, and utilities).				
SUBTOTALS	$ 70,000	$ 70,000	$ 50,000	$ 50,000
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$ 140,000		$ 100,000
YEARLY SAVING				$ 40,000
TEN-YEAR COST (Yearly cost x 10 plus capital outlay) SUBTOTALS	$1,966,375	$1,874,125	$1,297,563	$1,215,562
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$3,840,500		$2,513,125
TEN-YEAR SAVING				$1,327,375

FIGURE 8:
JOINT DEVELOPMENT OF A HIGH SCHOOL/PARK SITE

3. The 45-Acre Senior High School/Park Development: 9th-12th Grades (1,800-2,000 Enrollment)

CATEGORY	TAXPAYERS FINANCE TWO SITES, OR A TOTAL OF 62 ACRES: COST TO PARK AGENCY (20-Acre Park)	TAXPAYERS FINANCE TWO SITES, OR A TOTAL OF 62 ACRES: COST TO SCHOOL (42-Acre Site)	TAXPAYERS FINANCE ONE 40-ACRE SITE: JOINT DEVELOPMENT COSTS (15-Acre Park)	TAXPAYERS FINANCE ONE 40-ACRE SITE: JOINT DEVELOPMENT COSTS (30-Acre School)
CAPITAL OUTLAY COSTS				
A. Land acquisition ($30,000/Acre: Nondeveloped agricultural land).	$ 600,000	$1,260,000	$ 450,000	$ 900,000
B. Apparatus area (6,000 sq. ft.).	45,000	45,000	22,500	22,500
C. Softball field with backstop, dugout, overthrow fences, bleachers, & water fountains (2)(260'x460'x2).	34,000	34,000	11,333	22,667
D. Practice field (temporary backstop) (200'x360').	-0-	2,000	-0-	2,000
E. Night lighting for one softball field.	30,000	30,000	10,000	20,000
F. 7 picnic tables with concrete pads ($400 each).	28,000	28,000	9,333	18,667
G. Hard-surface game area with basketball standards, volleyball courts, and tetherball poles (80'x100' = $15,000) (100'x110'x7 areas).	48,125	144,375	48,125	96,250
H. Restrooms (outdoors).	50,000	-0-	50,000	-0-
I. Football field and bleachers (300'x750').	-0-	50,000	-0-	50,000
J. 4 tennis courts and fencing (400'x480').	100,000	100,000	33,333	66,667
K. Pool and teen center/bath house (360'x360').	500,000	500,000	166,667	333,333
L. Irrigation and lawns ($11,000/acre for planting and irrigation; grading = $1,500).	221,500	331,500	121,500	243,000
SUBTOTALS	$1,656,625	$1,524,875	$ 922,791	$1,775,084
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$4,181,500		$2,697,875
INITIAL SAVING				$1,483,625
YEARLY COSTS				
M. Maintenance and Operations; $5,000/acre (equipment, supervision, and utilities).				
SUBTOTALS	$ 100,000	$ 210,000	$ 75,000	$ 150,000
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$ 310,000		$ 225,000
YEARLY SAVING				$ 85,000
TEN-YEAR COST (Yearly cost x 10 plus capital outlay) SUBTOTALS	$2,656,625	$4,624,875	$1,692,971	$2,983,625
TOTAL (COSTS TO TAXPAYERS FOR SEPARATE DEVELOPMENT)		$7,281,500		$4,676,415
TEN-YEAR SAVING				$2,605,084

* Size specifications designed in accord with School Site Analysis and Development, California Dept. of Education, 1966.

JOINT PUBLIC RELATIONS/CLASS OFFERING BROCHURES

Many recreation departments mail brochures to the community, listing recreation classes and activities to be offered. Similarly, adult education programs often majl class brochures, and some elementary and high schools mail news bulletins. Cooperation on these brochures saves not only printing and mailing cost, but also keeps the staffs of both agencies aware of the others' activities. This awareness can be translated into cooperative development of other programs, and certainly minimizes duplication.

FIGURE 9:
JOINT PUBLICATIONS AND MAILINGS

JOINT BROCHURES: ITEMS		SEPARATELY EACH PAYS FULL COST	COOPERATIVELY EACH PAYS ONLY HALF*
Community:	30,000		
Mailing:	Bulk rate and carrier route pre-sort: 6.9¢	$2,070	$1,035
	(Nonprofit rate: 3.5¢)	($1,050)	($ 525)
Printing:	Tabloid size; newsprint; 12-16 pg. = 5¢/copy	$1,500	$ 750
Add Color:	$1,000/printing	$1,000	$ 500
TOTAL COST		$4,570 each	$2,285 each
SAVINGS TO TAXPAYERS THROUGH COOPERATION			$2,285

* Both agencies do not always need the same number of pages, so costs can be shared on a percentage basis.

There are some disadvantages to joint brochures which should be considered. For example, in cities where the school district and recreation agency boundaries are not coterminous, it is usually difficult to cooperate on mailing. Another disadvantage is that post office regulations do not allow nonprofit organizations (schools) to share mailing with nonexempt organizations (recreation/park agencies). However, it is easy to establish a nonprofit organization. This can be done by creating a separate cooperative entity, or by designating the recreation/park agency as a nonprofit unit. The Heritage Conservation and Recreation Service published a helpful guide entitled Incorporator's Handbook for California Foundations which can be ordered from their office at 450 Golden Gate Avenue, P.O. Box 36062, San Francisco, California 94102.

EXAMPLE: SANTA BARBARA COUNTY

Another type of brochure has been developed by Susan Ham, coordinator of the Therapeutic Recreation Services for Santa Barbara County Schools. Susan distributes a bimonthly north and south county edition of a newsletter about all "special education" recreation activities in the area. It is the ONE source of community events for special education teachers and thus is a very valuable resource for the schools. In addition, it helps all agencies, including nonprofit organizations and recreation departments, to coordinate their services for special populations.

VOCATIONAL EDUCATION FOR STUDENTS ENTERING RECREATION/PARKS-RELATED FIELDS

Work-study programs are often the most valuable learning experiences for students. Through recreation/park agencies, schools have the opportunity of establishing work-study experiences for students in the areas of park maintenance, landscaping, recreation leadership, clerical work, and possibly park ranger training. Many of these work experiences could be for cooperative programs. For example, students could work as recreation leader trainees at a cooperative summer school. In San Jose and Los Angeles, youth-diversion programs have been successful in training "hard-to-reach" youths to work as recreation leaders for the after-school programs. If students receive school credit rather than a salary, both agencies can reduce or save the cost of paying trainees.

FIGURE 10:
COOPERATIVE VOCATIONAL EDUCATION

ITEM	SEPARATELY EACH PAYS FULL COST	COOPERATIVELY EACH PAYS ONLY HALF
Training facility	$3.59/hr.	-0-
Training instructors (20% time)	$3,200	$1,600
Supervisors (20% time)	$3,200	$1,600
Salaries to trainees	$3.15/hr.	-0-
TOTAL COST	$6,400	$3,200
SAVINGS TO TAXPAYERS THROUGH COOPERATION		$3,200

Another alternative for conducting this type of training program is to develop a cooperative arrangement with a community college.

JOINTLY-SPONSORED SUMMER SCHOOLS

Current school funding (under A.B. 8) does not provide summer school for the majority of children in many districts, though most communities find that summer programs are highly beneficial in a number of ways. Most obvious is that constructive activities are offered to children who may become bored during an unstructured, three-month period. Often, subjects or skill areas that the children have missed during the year can be studied during the summer. Also, some work-study and vocational courses can be offered to prepare high school students for much-needed jobs. Here again, community support is greatly enhanced.

EXAMPLE: LOS GATOS

The City of Los Gatos has a highly successful jointly-sponsored summer school program which is the largest of its kind. In the summer of 1979, there were 650 elementary and 950 high school students enrolled in the program. The school district provided two high schools and two elementary schools, while the recreation department paid for their maintenance and handled all administration and hiring.

All teachers were certified, there were some aides, three principals (one for the two elementary schools), a librarian at each high school, and a secretary at each facility.

At the elementary school (K-9), a $65 tuition fee was charged for four-hour classes in a four-week session. High school students had a choice of five units (two hours per day for seven weeks) at $65, or ten units (four hours per day for seven weeks) at $130. Courses were based on the regular summer school offerings (academics including art), and the elementary program featured P.E. and recreation (including dance, creative arts, crafts).

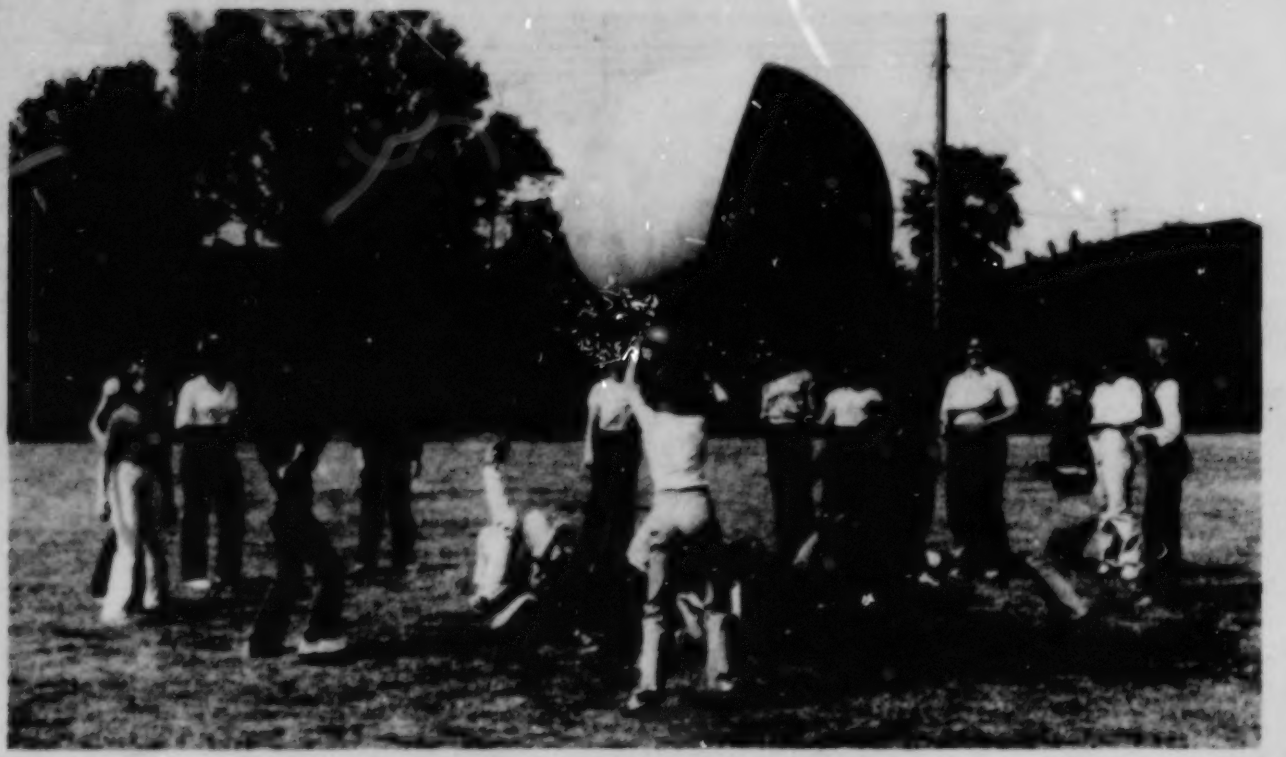
All revenues were collected as tuition, and the program was a 100% self-supporting success.

Although it is unfortunate that families must pay tuition, the potential alternative is no summer school at all. One benefit of the program is that school maintenance costs are covered while families are offered a valuable service. Park and recreation agencies benefit from publicity for their programs. Additionally, all administrative costs are covered by the tuition.

NOON RECESS ACTIVITIES

All schools must employ adults to supervise children during the noon recess (see Education Code Section 44807 and court precedents). In some districts, teachers use a portion of their noon hour to provide the required supervision. While this system is cost-effective on paper, it is often detrimental in the long run because the teachers are not given as much time to relax and prepare for afternoon classes.

Many school districts hire noon aides to solve the problem of providing noon supervision. In such cases, it is logical for the school to cooperate with the recreation department so that organized activities, rather than mere supervision, are available.



EXAMPLE: SACRAMENTO

The Sacramento Community Services Department has worked with two schools in Sacramento to provide noon activities. At one of the schools, the salary of the recreation leader is paid by the school during the noon program, and by the recreation department for "in-school" and after-school programs. A similar agreement was reached between the San Juan School District and the Mission Oaks Recreation and Park District. Each agency paid one-half the salary of the recreation leaders who supervised noon and after-school programs and thus saved the cost of one-half of a salary while receiving the benefits of a comprehensive program for children.

JOINT USE OF SURPLUS SCHOOL PROPERTY

Many community schools are facing declining enrollment. The initial response of the districts has been to close the schools in declining enrollment areas. However, the histories of these school closures reveal many long and costly battles between community members and school district personnel.

EXAMPLE: BELMONT

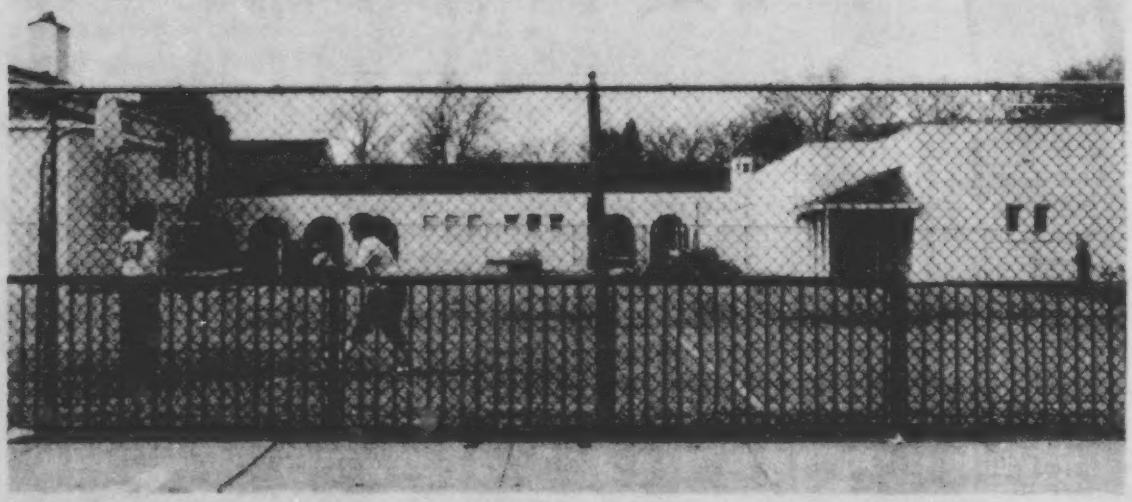
A different approach is being tried in communities such as Belmont. There, the park and recreation department and other community agencies and businesses are invited to rent or lease portions of the school, while classes are still conducted in the remaining portion. The result is reduced development costs for the

agencies that rent or lease the rooms, and tremendous rewards for the schools. Most importantly, the battle between school and community is averted, and community support is increased. From a less altruistic perspective, the schools cover maintenance costs with the rent rather than retaining the sites at a loss during closure fights. Similarly, valuable property remains under their title. If enrollment increases, the school is still available.

Because this is a new concept, the costs have not yet been figured, but the most outstanding dollar savings to the school district is the cost of maintaining the school until its closure. There is also great savings to the agency using the facility, because it does not face the cost of developing a new site. In particular, recreation agencies benefit by maintaining a community center and, in many cases, an open-space area. (See Appendix C.3 for an example of an agreement for lease of a portion of a surplus school.)

EXAMPLE: SACRAMENTO

In Sacramento, a community center was developed in the following manner. The park and recreation department leased the open-space area of a closed school for $1 per year, and used unappropriated state surplus funds (A.B. 8) to rehabilitate the buildings. The school district also contributed money for the rehabilitation project, and community groups pay monthly rent to the school district to cover the costs of utilities and routine maintenance. The Sierra School Neighborhood Association hired a person who coordinates the contributions of local businesses to the rehabilitation project and handles arrangements for rental by local community groups.



The district is charging the city $1 per year for lease of the open space. Maintenance and operation costs are estimated by the city to be $12,000 per year. The rehabilitation of the building cost the city $200,000, the district $50,000, and local businesses and community groups have contributed labor and materials to meet additional costs.

Another alternative is being tried in cities such as Santa Cruz and Pasadena.

EXAMPLE: SANTA CRUZ

When Laurel Elementary School was condemned by the Field Act, community residents began organizing to create a "multi-cultural community center." After many public hearings, the district sold the school to the city and county, which entered into a joint agreement to purchase and operate the site. The city parks and recreation department was assigned the task of administering the site, and funds were set aside to renovate the building.

A joint board was appointed to determine future use of the building, and renovations were planned according to the board's recommendations. The city acted as its own contractor and renovated the entire building at the cost of $11 per square foot ($200,000). It was estimated that a comparable new facility would have cost between $90 and $100 per square foot.

The following programs are examples of what emerged as the Laurel Community Center offerings:

SOCIAL SERVICES: (operated by county nonprofit contractors)

- *Senior lunch program*
- *Drop-in child care*
- *Headstart pre-school*
- *Job referral*
- *Office space for the local chapter of the California Association of the Physically Handicapped*
- *Mental health counselling*
- *Legal assistance*
- *Credit counseling*

RECREATIONAL ACTIVITIES: (operated by the city recreation department)

- *Theater groups (Junior Theatre)*
- *Senior recreation*
- *Recreation classes (aikido, judo, basketball, crafts, dance, etc.)*

SPACE AVAILABLE:

- *For groups or individuals to rent on a space-available basis*

SPECIAL-EDUCATION PROGRAMS

Special education students often have physical disabilities which contribute to their inability to learn. In many cases, school district special education teachers have not experienced training which would prepare them to adequately teach physical therapy activities and skills. Local recreation and park agencies often employ therapeutic recreation specialists who can work with the schools to meet the special-education students' needs through movement education or sensory integration.

EXAMPLE: SANTA CLARA

About one and a half years ago, the staffs of the Santa Clara Parks and Recreation Department and the Santa Clara Unified School District began meeting to discuss the possibilities of cooperating to meet the needs of special-education students. After the initial discussion meetings, comments were received from district teachers affirming that many students were lacking fine and gross motor skills. As a result, provision for a recreation therapy/movement education program by the parks and recreation therapeutic recreation staff was written into the Santa Clara Unified School District Master Plan for Special Education.

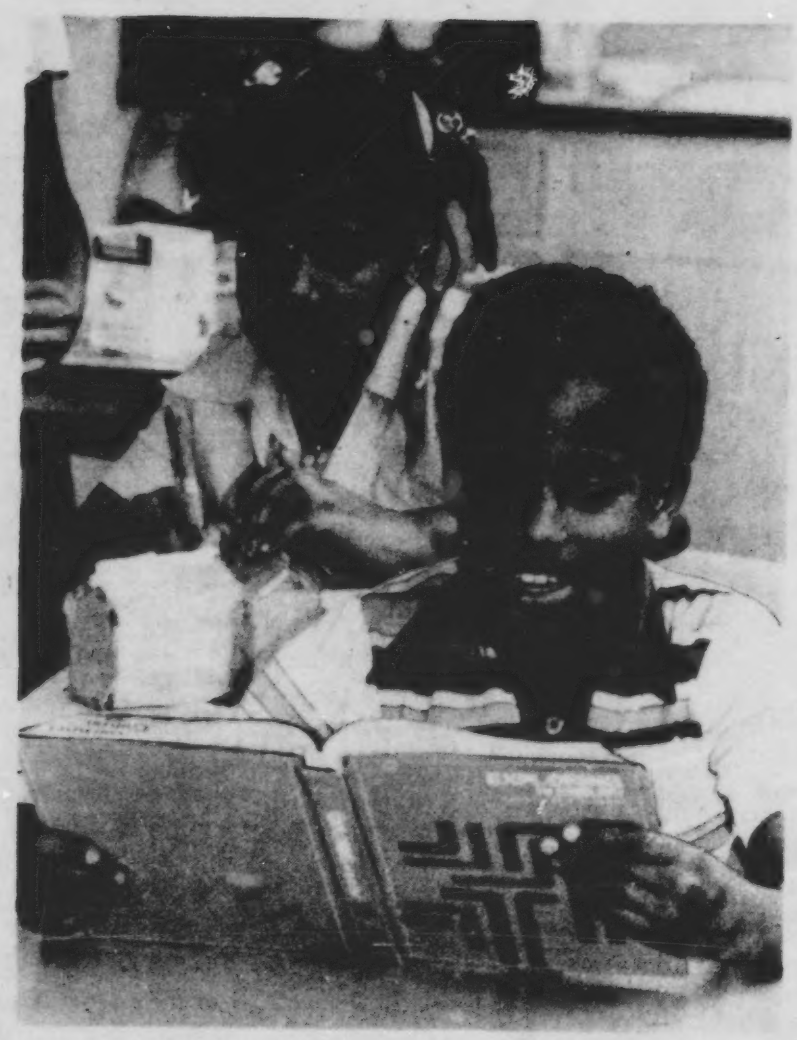
The fees for the program cover the salaries and benefits for the therapeutic recreation specialist, who coordinates the program, and for two therapeutic recreation staff people. The two staff members meet with each class of about ten students twice a week for 45 minutes. The program is available four days per week and serves about 180 students.

This cooperative program benefits both agencies. The school district is able to provide programs to its special-education students, as well as reduce the costs of transportation and salaries for individual programs with occupational or physical therapists. Similarly, the recreation department is able to offer the recreation therapy/movement education program at the various school sites which are centrally located. In addition, the program is self-supporting. This program has helped establish therapeutic recreation as an important aspect of the Santa Clara Unified School District's Special Education Services.

CHAPTER III

PERCEIVED BENEFITS

(It Isn't All Dollars and Cents...)



OVERVIEW

All of the administrators, staff, and community members who were interviewed for this study stressed that the savings in dollars is not the only motivation for cooperative ventures. The people who have been involved in long-lasting cooperative programs emphasized that many savings and benefits of cooperation cannot be budgeted though they are very real, and that cooperation must be viewed as a fundamental public agency responsibility.

The following is a portion of an actual report from one city in which the school district felt they were losing money by keeping schools open after hours for recreation and community activities. The school board asked the administrators for a detailed list of fees for any after-hours use of school facilities. A portion of this list follows:

FIGURE 11:
HOW TO JUSTIFY NONCOOPERATION

RECIPROCAL FACILITY USE:
Use of School District
Facilities by City Recreation

SCHOOL (names have been changed)	TYPE OF ACTIVITY	# OF MEETINGS
Washington	Adult Ballet	7
Roosevelt	Soccer Games	17
Truman	Summer Program	40
	Dance Class	7
	Adult Ballet	14
	Adult Tap and Jazz	14
	Exercise Class	3
	Dancercise	12
	After-Work Fitness Class	9
	Disco Dance	7
Neighborhood Council Meetings (Various Schools)		15
TOTAL NUMBER OF MEETINGS FOR WHICH NO FEE CHARGED		319
REVENUE TO SCHOOL DISTRICT IF COLLECTED AT NONCOMMERCIAL RATE:		$4,785

(In addition, at Nixon School there were 34 Bobby Sox games for which the school district provided fields and restroom facilities because the park and recreation department does not directly sponsor Bobby Sox. The recreation department does provide facilities for the youth leagues it sponsors, and we felt compelled to follow that precedent.)

Needless to say, this report upset the city council. One member remembered that increased water rates had never been applied to the school; these were now changed. In addition, the city council asked the recreation staff to itemize facilities and services for which the school had not been formerly charged. A portion of the city's list follows:

FIGURE 12:
HOW TO COUNTERATTACK NONCOOPERATION

RECIPROCAL FACILITY USE:
Use of City Facilities
by the School District

FACILITY	# OF USES	FEES	IMPACT	TOTAL IN-KIND SUPPORT
Auditorium	14	$75.00	$200 loss/use	$ 2,800
Conference Rm. A	13	-0-	$ 75 loss/use	$ 975
Conference Rm. B	4	-0-	$ 35 loss/use	$ 140
Community Center Meeting Rooms	15	-0-	$7.50 loss/use	$ 112
Community Youth Center	70	-0-	$ 25 loss/use	$ 1,750
Multi-Service Center	175	-0-	$.28/sq. ft. loss/use	$ 2,419
Park Nursery School	173	-0-	$ 15/loss/use	$ 2,595
TOTAL LOSS FOR PROVIDING SERVICES				$10,791

These two agencies unfortunately felt that cooperation was too costly, so they charged each other for the services, thereby increasing administrative headaches and costs for the extra paperwork, and excluding some valuable services.

CASE STUDY: SAN JOSE

The City of San Jose, on the other hand, provides a very encouraging example of the possibilities for cooperation. Cooperation between the recreation department and the 14 school districts that overlap its boundaries not only goes back 15 years, but also survived the post-13 panic.

According to John Guisto, chief of parks planning for the city, one cannot try to "sell" the idea of cooperation solely on the basis of savings or cost/benefits. Guisto's philosophy (which is echoed by many other school and community people in San Jose) is that the school and recreation/park agencies, rather than being concerned with whether they can afford to cooperate, should look realistically at the question, "Can you afford NOT to cooperate?" Guisto cited reduced vandalism, better utilization of public lands, and community support as the rationale for sharing resources. For example, for the two

years that a community center was housed at the Toyon Elementary School/Community Center, there was little or no vandalism, but when the program was moved to Piedmont Junior High for enrollment reasons, vandalism returned.

Syd Reed, superintendent of Berryessa Union Elementary, one of 17 school districts in the San Jose area, related another example that expresses the same philosophy. When asked how he justified keeping schools open after hours in light of inflated energy costs and reduced budgets, he said that the Civic Center Act is not only a part of the education code, but also at the heart of the district's philosophy. He claimed that although the district might be able to save $5,000-$10,000 per year on energy and wear-and-tear costs if the school community centers were closed, the centers each serve at least 100 people per night, and the savings would not justify the reduction in service.

Although not all of the 14 districts have the same kind of working relationship with the city, there are hundreds of examples of cooperation between the agencies. The highlights follow.

Community Centers

The use of schools as after-hours community centers is a strong component of the city/school cooperative relationship in San Jose. (Ten out of 24 of the community centers in San Jose are located in schools.) The schools participating in this program contribute their facilities and cover maintenance and utilities costs in exchange for the recreation-run programs. The results are heightened support for the schools, reduced vandalism, and a stronger "sense of community," while the recreation department is fulfilling its mission of providing enrichment and leisure activities to the community.

Another benefit is the increased communication between the recreation and education staffs. As a result of their close relationship, the superintendent of a cooperating district can call the chief of park planning, request additional improvements or facilities, and know that planning will be initiated for filling that request. In return, the recreation staff is often given offices at school community centers, with no fees charged.

Long-Range Budget Planning

Recently, Guisto began the process of preparing assessment reports of all of the sports/recreation facilities within a school district. He will present these reports annually at school board meetings, thus sharing that process of identifying priorities for developments and improvements with school policymakers. These improvement decisions are then programmed into the city recreation Five-Year Budget Plan. (The capital outlay budget of the recreation department allows 3-10% for school improvements. A planning paper for development or improvement of athletic fields in the Berryessa School District can be obtained from the San Jose Recreation and Park Department.)

Joint Planning and Design

Long-range planning has allowed schools and parks in the cooperating areas to be designed with input from both staffs. In the community center schools, an area was built for recreation staff offices and equipment storage, thus allowing the school to be locked, but leaving the recreation leader access to all necessary supplies.

Another result of joint planning is beautiful park/school complexes. In many areas throughout the city, the cost of development of these facilities was paid by the recreation department, while the school retained ownership and covered all operation and maintenance costs, with the stipulation that the land be left open to the public. Thus, many schools gain enlarged athletic and recreation areas, the city gains access to school facilities such as restrooms, pools, and gymnasiums, and the community benefits from an integrated recreation/education center.

Joint Planning for Use of Surplus School Property

Declining enrollment is a growing problem for many school districts. At the same time, crowded urban living often reduces the amount of open space available for recreation and leisure use. In one area of San Jose, the recreation and education staffs approached both problems and reached a mutually agreeable solution: an abandoned school site was sold to the recreation department at the original school purchase price (considerably less than fair market value), with the stipulation that it be used only for open space and recreation. If ever the city tried to develop the land for other than recreation use, ownership would revert to the school district.

Shared Personnel

Some programs warrant very close working relationships between the schools and the recreation agency. In the Alum Rock School District, both the school district and the city provide funds for recreation, and a leader is employed to work on specific school sites.

Also, the city recreation department employs a clerk who schedules all after-school use of sports facilities in the San Jose Unified School District. This saves the school district endless hours and paperwork, and enables the recreation department to know exactly which facilities are available.

Joint Equipment Purchase

At the community center schools, both agencies share the costs of equipment used during school and for the community center. No written agreement guarantees the joint purchase, but close contact between the recreation supervisors and principals keeps the arrangement working smoothly.

Youth Diversion Programs

The San Jose Recreation Department formerly offered a Special Youth Program in cooperation with the schools. The program was financed with the help of grants. In the program, the school recommended children with behavior or attendance problems to the recreation staff for leader training. The leaders then were given jobs on playgrounds or in the community centers. The students received work-study credit, and the program emphasized self-esteem and a sense of community.

The program was successful enough that schools began contacting the recreation department and asking for teen centers to be established. At the teen centers, four teachers were on city payroll for after-school hours. The recreation department trained these teachers in techniques of dealing with the hard-to-reach youths, and counselors referred students to the center.

At Independence High School, where the program started, the school matched the city leadership costs and covered the costs of maintenance and utilities. Brenda Wells, who coordinated the program for the city, said that outside grants were obtained to cover the transportation and equipment costs.

These are just a few of the extremely successful cooperative programs in one city. All the administrators contacted were pleased with the perceived benefits of their programs, such as increased community involvement and support, and stressed that cooperative financial arrangements were simply the means of reaching a common end, that of serving the community. They also stressed that cooperation should not be negotiated during crisis situations, trust must be built, and the community must perceive the benefits of cooperative programs and help work for them.

OTHER PROGRAMS THAT DEMONSTRATE THE BENEFITS OF COOPERATION

Although many administrators overlook this benefit, community support for cooperative programs is immeasurable. Communities support agencies and organizations that provide direct benefits to them. Taxpayers who feel they "own" a school or park built with their funds are angered when those facilities and staffs are unresponsive to community needs. In contrast, community centers and programs geared to meet the specific needs of a community will generate support for the organizations providing those services.

Joint Maintenance of Facilities

EXAMPLE:

In some areas, such as the Southgate Recreation and Park District and parts of San Jose, the schools and recreation/park agencies share maintenance crews. They have reasoned that if a school adjoins a park, energy is saved by not transporting both school district and park crews to the area. Wherever possible, one crew maintains both facilities.

Pooling Expertise of Staffs

On various occasions, a park ranger might help teachers prepare outdoor environmental education programs, a teacher might share his or her particular area of expertise with a new recreation leader, or both staffs might work jointly on a summer school curriculum. This "consultation" type of arrangement is obviously less costly than each agency employing its own "experts," and can increase interagency support.

Shared Busing

Most school districts must maintain a fleet of buses, covering all costs from the original purchase to paying all subsequent maintenance and fuel costs, insurance, and drivers. Recreation agencies are eligible for transportation money under Title VII (the Older Americans Act), and for funds to provide programs for the handicapped. Additionally, cities qualify for S.B. 325 (Uni-Trans) funds. Thus, on a prorated basis, these three entities (and perhaps others) can pool resources for transportation. (See sample agreement in Appendix C.5.)

In-School Enrichment Programs

EXAMPLE: SACRAMENTO

In-school enrichment programs are conducted by the recreation staff as a supplement to their noon and after-school playground programs. Each school provides the facilities, one-half of the supplies, and a supportive atmosphere in which to work. The recreation leaders, in turn, plan and conduct the programs requested by teachers on a weekly sign-up sheet.

The recreation department benefits from the program because it promotes recreation as an educational experience and improves cooperation with the school district. The schools benefit by having organized recreational activities offered during the noon recess, enrichment activities (many of which were cut as "non-essentials" after Prop. 13) during class periods, and carry-over people, who know the children, for after-school activities.

Day Care Programs

EXAMPLE: CORTE MADERA

In Corte Madera, the school district allowed the city recreation department to use a portion of a declining enrollment site for a day-care center. This arrangement saved the school district the costly and time-consuming process of a school closure, which often generates public anger. The day-care center increased public support for both agencies while offering the children constructive activities.

Therapeutic Recreation Programs

Many recreation departments employ certified recreation therapists. Under federal and state law (P.L. 94-142, A.B. 1250), school districts are required to provide individual education plans for each physically or emotionally handicapped child. That plan might include recreation if the child is in need of skills in that area. As a result, there is much potential for cooperation with recreation departments in providing physical education for special-education students.

EXAMPLE: SANTA BARBARA COUNTY

The Santa Barbara County Schools Office is one of 18 Very Special Arts Festival sites in California. On a $600 grant, it served 600 children and 600 adults. In the town of Santa Maria, for example, the city recreation department supplied free use of its new community center and a part-time staff member to assist in the preparations and to be a "rent-a-rec" clown during the festival. The county schools office coordinated the event, which introduced all special-education teachers in two communities to the recreation department and community center. The program served 260 students. It was held with the recreation department's Special Olympics award banquet so that all the artwork served as the decoration for the banquet. It was a great success, increased community awareness, and

cost very little because the county schools office Therapeutic Recreation Services did all the planning, the recreation department provided the facility, and the schools furnished transportation.

In addition, the county schools office works closely with all recreation departments in the area on Special Olympics programs. The recreation departments sponsor the Olympics, and the county schools therapeutic recreation specialist advertises the program and recruits athletes. In return, teachers are assigned trained volunteers for their P.E. period. These volunteers train the athletes and provide other resource materials and training ideas.

EXAMPLE: SAN DIEGO

The Disabled Services Section of the San Diego Park and Recreation Department has expanded its city-funded recreation programs to provide an opportunity for those children and young adults with special needs and conditions to be exposed to and participate in recreational activities and leisure education at their regular school. (Approximately 60 schools are served.) The program is directed toward teaching leisure-time skills in group situations. The students are primarily educationally handicapped (E.H.) and educably mentally retarded (E.M.R.) and enrolled in primary and secondary schools. The recreation activities center on social development and serve about 2,000 students per week.

EXAMPLE: FRESNO

> *The city recreation department's therapeutic services staff conducts adaptive recreation programs at all special-education school sites. The programs are directed to the physically disabled, the learning-handicapped, the hearing-impaired, the trainable mentally retarded, and multiple-handicapped youth. They are offered during class time to avoid lack of attendance due to busing (all of the students are bused to and from school). All classes are combined for group activities such as playdays and holidays.*

Thus, the schools benefit from additional staff to provide services to their special-education students, and the recreation department can make use of school facilities and avoid transportation problems by conducting programs during class.

APPENDIX A

LEGAL CODES FOR COOPERATIVE PROGRAMS

APPENDIX A-1

EDUCATION CODE

Sections 82541 - 82546	(Affecting community colleges.)
Sections 10900 - 10915	(Affecting joint use: Community Recreation Enabling Law).
Sections 40040 - 40057	(Affecting use of school property: Civic Center Act).
Sections 39030 - 39032*	(Affecting the sale of surplus properties; schools must first offer their surplus properties to park and recreation agencies; it is possible for them to be sold at less than fair market value.)
*Naylor's Bill: A.B. 859	Amends Section 39015 and adds Article 5 commencing with Section 39390 which lists conditions under which schools can sell surplus lands at less than fair market value.
Section 35275	(Requiring the governing boards of school districts to meet with appropriate local government authorities to review all possible methods of coordinating, planning, design, and construction.)
Sections 39330 - 39333	(Affecting the leasing of equipment and surplus property.)
Sections 39360 - 39363	(Affecting the sale or lease of real property.)
Sections 39470 - 39473	(Affecting joint use through lease agreements.)
Sections 39480 - 39484	(Affecting the exchange of real property.)
Sections 39500 - 39503	(Affecting the sale or lease of property by a district to other public agencies.)
Sections 15709, 16020, 35273, 35832, 39601, 72303, 81601	(Affecting insurance.)

APPENDIX A-2

GOVERNMENT CODE SECTIONS 6500 - 6513

6500. As used in this article, "public agency" includes the Federal Government or any federal department or agency, this state, an adjoining state or any state department or agency, a county, city, public corporation, or public district of this state or an adjoining state.

6501. This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of Finance or the Director of Finance if such approval is required by law.

6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state.

6503. The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

6504. The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment, or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon.

6505. The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

6506. The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted pursuant to the agreement or a person, firm, or corporation designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

6507. For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

6508. The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the

agreement, and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain, or operate any buildings, works, or improvements, or to acquire, hold, or dispose of property, or to incur debts, liabilities, or obligations which do not constitute the debt, liability, or obligation of any of the parties to the agreement, said agency shall have the power to sue and be sued in its own name.

6509. Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

6510. The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it will be rescinded or terminated by any party.

6511. The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

6512. The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

6512.1 If the purpose set forth in the agreement is the acquisition, construction, or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments, or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

6513. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

APPENDIX A-3

PUBLIC RESOURCES CODE
SECTIONS PERTAINING TO RECREATION/PARK AND EDUCATION COOPERATION

Cities and Counties

5161 -- Property sale or exchange

Community Recreation

5780.5 -- Definition of recreation and park districts
541 -- Community recreation agencies, program development

Departments

500, 5001.1 -- Parks and recreation

Districts

5780 -- Recreation and park districts
5500 -- Regional park, park and open space, and open space districts
5621 -- Urban open space and recreation programs
21082 -- Environmental impact reports, negative declarations, proposed projects
5350 -- Municipal park improvement districts, bonds

Education

5541 -- Regional park, park and open space, and open space districts and programs

Environmental Education

513.1 -- Parks and recreation department, use of space by schools

Grants

5098.1 -- Park and recreation revolving accounts, federal grants
5620 -- Urban Open Space and Recreation Program Act

High School or Secondary Schools

5010.2 -- State parks, outings or field trips, fees and charges

Improvements

5350 -- Municipal park improvement district bonds

Insurance

5012.1 -- Parks and recreation department, protection against loss or expenses

Interest

5784.22 -- Recreation and park districts, indebtedness

Leases

5060 -- Recreation areas, contracts

Local Agencies

5099.3 -- Outdoor recreation resources
5071.5 -- Recreation trails, plan preparation
5099 et. seq. -- Outdoor recreation resources

Managers and Management

5098.3 -- Park and recreation revolving account
5549 -- Regional parks and open space, open space districts

Municipal Park Improvement District Bonds

5350 et. seq.

Open Space Districts

5500 et. seq. -- General

Parks

5301 -- Procedure, acquisition of land
5302 -- Location and jurisdiction, acquisition of land
5181-99 -- Board of park commissioners (regional parks, parks and open space, open space districts)
5565 -- Action, powers -- regional park board of directors
5542.5 -- Land Acquisition: best and most necessary -- public use, regional parks
5563 -- Sale or lease of property, proceeds, disposition, regional parks, open space
5538 -- Superintendent appointment

Park and Recreation, Department of

500 et. seq. -- General
5054 -- Acquisition of property, recreation trails
543 -- Assistance, coordination of recreation activities

Recreation and Park Districts

5784.22 -- Facilities acquisition, indebtedness

Recreation Trails

5070 et. seq. -- General

School Buildings and Grounds

6205 -- Surveys, statement of ownership, school section

School Land

6210.9 -- Easement of right of way, acquisition
7413 -- Fees, sale of lieu lands
7414 -- Assignment or sale
7421 -- Balance for issuance
7410 -- Purchasers, qualifications

APPENDIX B

POSSIBLE RESOURCES FOR COOPERATIVE PROGRAMS

APPENDIX B-1

REFERENCES

a. Association of Washington Cities Public Risk Management Manual. Seattle, Washington: Washington Local Government Personnel Institute, 1978.

b. CSDE, "Development of Public School Properties for Total Community Use: A Report by the SDE to the State Legislature as Required by Assembly Concurrent Resolution #91," Sacramento, 1969.

c. Johnson, Carl F., Planning Schools and Community Buildings as Recreation Centers. N.Y. National Congress, 1960.

d. Roos, Nestor A. and Gerber, Joseph S., Government Risk Manual. Arizona: Risk Management Publ., 1976.

e. The Park/School Recreation Planning Concept, HCRS in cooperation with Washington State Inter-Agency Committee for Outdoor Recreation, Seattle, Washington: U.S. Department of the Interior, 1978.

f. Federal Assistance Handbook, published by the Pacific-Southwest Region of the Heritage Conservation and Recreation Service.

g. Funding Sources for Community Facilities, Council of Educational Facility Planners, International, Columbus, Ohio, 1979.

h. Incorporator's Handbook for California Foundations, Heritage Conservation and Recreation Service, 1979.

APPENDIX B-2

FUNDING SOURCES

a. Intergovernmental Perscnnel Act Grants

The Intergovernmental Personnel Act (IPA), passed by Congress in 1970 (PL 91-648), is intended to improve governmental services by strengthening public personnel management systems and resources. The California program is administered through the State and Consumer Services Agency.

The application cycle generally begins in June, and actual award of funds usually takes place in January. The grants are awarded to local agencies or organizations that plan to develop:

-- Innovative approaches to improving public personnel management,

-- New ideas that have the potential to improve personnel productivity in the public sector; and

-- Training programs for public employees that address critical public service issues.

For more information contact: Mr. Wm. Randolph, Director - IPA, 717 "K" Street, Suite 501, Sacramento, California 95814.

b. Land and Water Conservation Fund (may not be available due to federal budget cuts)

As specifically stated in the Bureau of Outdoor Recreation Manual, Grants-in-Aid Series, it is the policy of the Land and Water Conservation Fund money to help finance playgrounds and outdoor recreation facilities on public school grounds for joint school/general public use. Such facilities must not, however, be part of the normal and usual program or responsibility of educational facilities, and must otherwise meet requirements for a grant under the fund program. Two special requirements call for: (1) submittal of a formal joint-use agreement with the grant application, including a time schedule showing when the facility will be opened to the general public, and (2) posting of signs before final payment of the project, telling the public when it may use the facility. The value of donated land, materials, or labor may be eligible as the local matching share.

For more information, write to the California Department of Parks and Recreation, Office of Recreation and Local Services, P.O. Box 2390, Sacramento, California 95811.

c. Community Educat'on Act of 1978

Defines community education as a program in which a public building is used by a local educational agency as a community center to provide educational, recreational, health care, c ltural, and other services in conjunction with other agencies and groups. This act will make grants to state educational agencies to pay the federal share of planning, establishing, expanding, and operating community education programs.

For more information, write to the Community Education Project, U.S.O.E., P.O.B. 3, Room 5622, 7th and D Streets, S.W., Washington, D.C. 20202.

d. Urban Park and Recreation Recovery Program of 1978 (UPARR)
(may not be available due to federal budget cuts)

This legislation creates a limited-funding program under the Secretary of the Interior to revitalize urban recreation systems. It provides matching capital grants directly to economically hard-pressed communities specifically for the rehabilitation of critically needed recreation programs. Although the monies may not go directly to school districts, they may be granted to local recreational jurisdictions that have signed the proper agreements with the local school district, in order to rehabilitate school/park facilities that will be used by the public as well as the school. It also provides limited funds (10%) for "innovative grants" to demonstrate innovative and cost-effective ways to augment recreation service programs in urban neighborhoods, and to develop local action programs for overall system revitalization and maintenance. This 10% could be used for salaries, equipment, supplies, or services.

(Guidelines for the program may be obtained from the Regional Director, Heritage Conservation and Recreation Service, 450 Golden Gate Avenue, San Francisco, California 94102, (415) 556-8360.)

e. California State Senate Bill 174 -- Roberti-Z'berg Grants

This bill provides funds to continue the Roberti-Z'berg Urban Open Space and Recreation Program. The bill grants monies for acquisition and development of park lands and facilities as well as some funding for operation and maintenance. This program has been extremely successful and has become a model for those advocating progressive recreation programs and attractive open spaces in urban areas. It is an exceptional grant program in that application procedures are not difficult, and it is flexible to local need. As with the Federal Urban Recovery Program, grants may not go directly to school districts, but may be used for acquisition and development of joint school/community park lands or facilities. Jurisdictions must comply with the California Environmental Quality Act before funds can be granted.

For more information, write to the California Department of Parks and Recreation; address listed under b. of this appendix.

f. Summer Youth Recreation Program

This federal grant program, administered through the Community Services Administration, is targeted for disadvantaged youths. The principal recipients of the grant are local community action agencies which may contract with park and recreation agencies for actual delivery of services. In this way, a cooperative agreement would be possible with the schools for use of facilities in conducting the program. However, the implementation of the grants through contracts with recreation agencies is expected to be cumbersome in many local communities.

For more information, contact the Community Services Administration, 450 Golden Gate Avenue, P.O. Box 36008, San Francisco, California 94102, (415) 556-5400.

g. Environmental License Plate Fund

The Environmental Protection Program (S.B. 256) provides money from the Environmental License Plate Fund for environmental education and public awareness programs. For specific classroom environmental education programs, the State Department of Education is allocated a percentage of the fund which is then awarded in the form of grants to local school agencies. Additionally, funds are made available through the California Resources Agency to state and local agencies for projects which provide for the protection and preservation of California's environment, including environmental education. In any case, recreation/park and education agencies may cooperatively prepare plans and submit an application for a grant from this fund.

For program guidelines, write to the California Department of Education, Educational Innovation and Support Section, 721 Capitol Mall, Sacramento, California 95814.

h. Private Foundations

Generally, foundations do not allocate funds to projects that are under public agency jurisdiction. However, careful research at foundation center libraries can help you to formulate grant proposals that are fundable under some foundation guidelines. For example, several foundations have provided funds for building gymnasiums, tennis courts, and swimming pools. For more information, visit one of the three foundation center libraries in California:

312 Sutter Street
San Francisco, CA 94108

Edward L. Doheny Memorial Library
University of Southern California
Los Angeles, CA 90007

San Diego Public Library
820 E Street
San Diego, CA 92101

You might also wish to consult the 1978 Guide to California Foundations, which is published by the Northern California Foundation Group, Box 5646, San Francisco, California 94101.

i. Revenue Sharing (may not be available due to federal budget cuts)

Cities and counties are eligible for revenue sharing funds from the federal government. A school district or special recreation district could potentially develop a cooperative program with either a city or county, and thus revenue funds would be available for the cooperative program.

j. Other City or County Contributions

In many California cities, cooperative programs and projects are jointly financed with the help of the city coffers. For example, many high school/community swimming pools were partially or wholly financed with city monies. Similarly, counties are in a position to contribute funds, time, or other resources (e.g., CETA positions) to joint programs.

k. Redevelopment Agencies

In some city redevelopment projects, the revenues that accrue as the land value increases are given by the redevelopment agency to the city, which can then use them for park/school complexes or other cooperative programs.

l. Retired Senior Volunteer Program (R.S.V.P.)

Grants may be made to established community service organizations (public or private-nonprofit) to assist in the development or operation, or both, of locally organized senior volunteer projects. This local community service organization develops a wide variety of volunteer service opportunities throughout the community, in hospitals, schools, courts, day-care centers, libraries, etc. A local program also arranges for transportation for the RSVP volunteers as needed. Grants may be used for staff salaries and fringe benefits, staff travel, equipment, space costs, and related expenses, and for volunteer out-of-pocket expenses.

For further information, contact the ACTION office at 211 Main Street, 5th floor, San Francisco, California 94105, (415) 556-1736.

m. Subdivision Map Act (Section 66477 - Government Code)

The legislative body of a city or county may, by ordinance, require the dedication of land, the payment of fees in lieu thereof, or a combination of both, for park or recreation purposes as a condition to the approval of a final map or parcel map. Only the payment of fees may be required in subdivisions containing 50 parcels or less. Land or fees required under this section shall be conveyed or paid directly to the local public agency which provides park and recreation services on a communitywide level. The local agency accepting such land or funds shall develop the land or use the funds in the manner provided herein.

n. Comprehensive Employment and Training Act (CETA Funds) (not available currently due to federal budget cuts)

Money is available through the CETA prime sponsors to fund salaries for special research or project positions in an organization. Regulations vary; for more information, contact the Department of Labor, Employment and Training Administration (San Francisco: (415) 556-7414).

o. National Endowment for the Humanities (may not be available due to federal budget cuts)

NEH Youth Projects are designed to encourage new and challenging out-of-classroom opportunities for young people to develop their knowledge and skills in the humanities. NEH Youth Projects offer two categories of support: "Major Project Grants" and "Planning and Pilot Grants." Major Project Grants are intended for organizations requiring extensive support, and generally range from $10,000 to $30,000. Planning and Pilot Grants (with an application deadline of April) will make available smaller awards of $2,500 or $5,000.

NEH Youth Projects must focus on the disciplines of the humanities, including history, philosophy, literature, history and criticism of the arts, and those aspects of the social sciences employing historical or philosophical

approaches. Cultural organizations, educational institutions, and community groups working with young people under the age of twenty-one are eligible to apply. Awards made in this area have been for the development of resource materials, outreach programs, group research projects, workshops, media projects, and other activities in the humanities.

For more information, write for the NEH Youth Projects guidelines: Public Affairs Office, Mail Stop 351, National Endowment for the Humanities, 806 15th Street, N.W., Washington, D.C. 20506.

p. Urban Forestry Program

The Urban Forestry Program provides grants and technical assistance to local governments and nonprofit organizations for urban tree plans, provision of tree seedlings and tree stock, and tree maintenance. Eligible projects include, but are not limited to, the following: planting of street and neighborhood trees; establishing demonstration forests; preparing urban forestry and environmental education material; designing innovative maintenance programs, e.g., a local resident program. The program is limited because funds are not available for on-going local programs.

For more information, contact the California State Department of Forestry, 1416 Ninth Street, Sacramento, California 95814, (916) 322-0109.

q. National Historic Preservation Act of 1966 (may not be available due to federal budget cuts)

This program provides grants for historic preservation, including acquisition, restoration, planning, and surveys. There is a 50% matching fund requirement, and property must be on the National Register of Historic Places.

For more information, contact the Office of Historic Preservation, P.O. Box 2390, Sacramento, California 95811, (916) 445-8006.

r. California Conservation Corps

The purpose of this program is to further the development and maintenance of the natural resources and environment of the state, and to accomplish useful and needed public service conservation work projects. The program is also designed to develop the natural environment in such a way that it provides greater opportunities for greater public use.

s. Resource Conservation and Development Loans

These loans may be used for: (1) rural community public outdoor-oriented water-based recreational facilities; (2) soil and water development, conservation, control, and use facilities; (3) community water storage facilities, and (4) special purpose equipment to carry out the above purposes. Projects must be carried out in authorized Resource Conservation and Development areas.

For more information, contact the Farmers Home Administration, 459 Cleveland Street, Woodland, California 95695, (916) 666-3382.

t. Community Development Block Grants/Entitlement Grants (may not be available due to federal budget cuts)

This program provides for a single "block grant" to local governments which may be used to meet a wide variety of community development needs. CD Block Grant Funds can be used for the acquisition, construction, and rehabilitation of recreational facilities, and for historic preservation purposes. The grants are available only to local governments in urbanized areas.

u. Community Development Block Grants/Discretionary Grants (may not be available due to federal budget cuts)

This program provides project grants for the acquisition, rehabilitation, or construction of certain public works facilities and improvements and can be used for recreational purposes. Applicants must be non-urban and not eligible for CDBG/Entitlement grants.

APPENDIX C

COOPERATIVE AGREEMENT EXAMPLES

APPENDIX C-1

Acquisition Agreement

Demonstrating Alternative to Use of State Bond Monies

CITY OF SAN JOSE - MEMORANDUM

To Honorable Mayor and City Council | From Gene Saalwaechter, Director of Parks & Recreation

Subject ACQUISITION AND DEVELOPMENT OF NORWOOD CREEK SCHOOL/PARK COMPLEX | Date January 25, 1980

Approved | Date

The City of San Jose and the Evergreen School District have planned cooperatively for several years to provide adequate park and recreation facilities at desirable locations which can serve both organizations at the least cost to the City and the District. Joint planning has been accomplished for Ley Va Meadow Fair complex, Quimby Oak/Boggini complex, and neighborhood parks adjacent to schools (refer to Exhibit B).

Our park and recreation objectives in these joint planning efforts are:

- provide higher levels of service on less acreage,
- a construction and park program efficiently designed to maximize the value of dollars expended,
- facilities planned to provide better services,
- planning to assure strategic locations at the most reasonable prices, and
- delivery of services to a growing area as housing units are completed.

The Parks and Recreation Department is now working with the Evergreen School District with respect to the joint acquisition and development of a neighborhood school/park complex south of Norwood Creek and east of White Road. Reference is made to the attached letter (Exhibit A) from James Smith, Superintendent of the Evergreen School District, outlining the current need to proceed with land acquisition based on a tentative purchase agreement with the property owner, Shappell Homes. In conjunction with this process, discussions have been ongoing with builders to financially assist in developing a school/park complex between Quimby Road and Norwood Avenue. This is a unique cooperation and relationship with the building industry, City, and school district.

Proposal for Joint Project

It is proposed that the City of San Jose and the Evergreen School District develop jointly a ten acre neighborhood park and elementary school complex in the Norwood Creek neighborhood. Total cost of the proposed project (as shown on Exhibit C) is $3,527,000, of which the City would invest $650,000 to acquire and develop five acres of park and playground facilities on the site. It is contemplated that the District would act as lead agency for the purchase, design, and development and would assume funding to support ongoing maintenance costs, including the City park/playground facilities. This project would comprise three funding sources:

1. A city investment of $650,000 based on five acres of park/playground acquisition and development for parks and recreation purposes.

2. School district funding of $1,000,000 for four acre acquisition and development for school purposes.

3. Contribution from developers within the community would provide $1,877,000 for school development.

Relationship to Capital Five-Year Program

Our department's recommended 1980-85 Five-Year Capital Program includes $523,000 in 1980-81 and $127,000 in 1981-82 for the acquisition and development of Norwood Creek Park.

The status of current negotiations by the School District with the property owner, Shappell Homes, and the building industry, require City Council's consideration and approval of an option to purchase agreement, in order that the purchase agreements and fees to be collected as part of Measure B procedures may be initiated by the School District.

If the concept of joint financial efforts are approved by the City Council, it is anticipated that future agreements will result between the City, the District, and developers as other communities in Evergreen are developed.

Recommendations:

1. City Council approval of the concept of a joint project with the Evergreen School District for the acquisition and development of the Norwood Creek neighborhood park/school facility.

2. The City Attorney's office be authorized to prepare an option agreement to purchase fives acres from the Evergreen School District.

3. The City Attorney's office be authorized to prepare a joint use and development agreement between the City and Evergreen School District with the stipulation that the District would be responsible for maintenance of City property.

GENE SAALWAECHTER
Director of Parks & Recreation

Attachments

APPENDIX C-2

Joint Maintenance Agreement

AGREEMENT FOR EXCHANGE OF MAINTENANCE SERVICES AT
NORTHWOOD ELEMENTARY SCHOOL/NORTHWOOD PARK
AND NOBLE ELEMENTARY SCHOOL/NOBLE PARK

THIS AGREEMENT, made and entered into this 14th day of April, 1977, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter called "City"), and the BERRYESSA UNION SCHOOL DISTRICT, a school district in the County of Santa Clara (hereinafter called "District");

W I T N E S S E T H:

WHEREAS, City and District have certain adjoining park and school sites within the common area of both jurisdictions: to wit, City's Noble Park adjoined by District's Noble Elementary School and City's Northwood Park adjoined by District's Northwood Elementary School; and

WHEREAS, each such park and school site has thereon turf which requires periodic mowing to maintain said turf in a presentable, usable condition; and

WHEREAS, both City and District may effect economies by eliminating the movement of turf mowing equipment between their respective park and school sites.

NOW, THEREFORE, City and District agree as follows:

1. City shall mow all the existing turf area on District's Northwood Elementary School that may be mowed by the use of powered gang-mowers and triplex-mowers. District hereby grants City the right of entry onto the Northwood Elementary School site for purposes of such mowing as provided herein.

2. District shall mow all the existing turf area on City's Noble Park that may be mowed by the use of powered gang-mowers and triplex-mowers. City hereby grants District the right of entry onto the Noble Park site for purposes of such mowing as provided herein.

3. Weather permitting, turf shall be mowed one time per week and turf shall be cut to a height of 1-5/8 inches to 1-3/4 inches from May 1 to October 31 each year and to a height of 1-1/4 inches to 1-1/2 inches at all other times.

4. This agreement shall be effective from the date of execution by the City and shall continue until terminated as provided herein.

5. Either party may terminate this agreement without cause upon ten (10) days' written notice to the other party in advance of such termination. City's Director of Parks and Recreation is empowered to decide, on the part of City, that this agreement is to be terminated and to furnish notice thereof. District's Superintendent is empowered to decide, on the part of District, that this agreement is to be terminated and to furnish notice thereof.

6. Neither District, nor any officers or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement.

7. Neither City, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, District shall fully indemnify and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this agreement.

8. Communications and notices shall be addressed to the parties as follows:

City	District
Director of Parks and Recreation City of San Jose 151 West Mission Street San Jose, CA 95110	Superintendent Berryessa Union School District 1376 Piedmont Road San Jose, CA 95132

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By _____
Mayor
"City"

ATTEST:

_____
City Clerk

BERRYESSA UNION SCHOOL DISTRICT

By _____
Title: Business Manager

By _____
Title:
"District"

APPENDIX C-3

Agreement for Lease of An Elementary School

LEASE AGREEMENT

THIS LEASE, between the WESTMINSTER SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and the CITY OF WESTMINSTER, hereinafter referred to as "TENANT" is entered into this 7th day of January, 1975.

1. DISTRICT leases to TENANT that certain real property, referred to as the Seventeenth Street School, as depicted on Exhibit 1 and 2.

2. The term of this Lease shall be for a period beginning February 1, 1975, and ending December 31, 1984.

The DISTRICT retains the option to cancel the Lease after the first three (3) years with a One Hundred Twenty (120) day written notice after determination of the Board of Trustees that the DISTRICT is in need of the facility for school use or that the DISTRICT no longer needs the facility and it is declared surplus.

If the DISTRICT determines the property is surplus and is to be sold, the TENANT has the right of first refusal at the then current appraised value. If TENANT determines to purchase property, Fifty percent (50%) of the rental payment for the preceding five (5) years shall be credited against the purchase price of the property.

3. TENANT agrees to pay DISTRICT the sum of One Thousand Seven Hundred Dollars ($1,700) monthly for rental of the leased premises. Said sum will be paid in semiannual installments. Each installment shall be due on the last day of the month preceding the six (6) month period for which the installment is due, the first installment being due January 1, 1975.

The amount of the monthly Fixed Minimum Rent set forth shall be increased as of the expiration of each calendar year during the term of this Lease to reflect any change in the cost of living, not to exceed five (5) percent in any one year. The adjustment, if any, shall be calculated upon the basis of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index Subgroup "all items" entitled "Consumer Price Index, Los Angeles-Long Beach Average." The Index for said subgroup published as of the 15th day of the month prior to the Commencement Date shall be considered the "base."

The monthly Fixed Minimum Rent for each year shall be adjusted in the ratio of the percentage increase or decrease, if any, in the Index published as of December 15 of each year during the term of this Lease over the "base" provided, however, that in no event shall the monthly Fixed Minimum Rent be less than the amount specified, notwithstanding the fact that the Index may, as of some adjustment date, be less than the "base." When the monthly Fixed Minimum Rent for each year shall have been determined, DISTRICT shall give TENANT written notice of the amount of monthly Fixed Minimum Rent applicable to each year and the computation thereof.

If at any rental adjustment date there shall not exist the Consumer Price Index in the same format as recited in this Section, the parties shall substitute any official index published by the Bureau of Labor Statistics or

successor similar governmental agency, as may then be in existence and shall be most nearly equivalent thereto.

As further rent, the TENANT shall invest a minimum of One Hundred Thousand Dollars ($100,000) in refurbishing the auditorium within the first three (3) years of the Lease, the cost to be equally prorated over the ten (10) years of the Lease. Should the DISTRICT exercise its option to cancel the Lease prior to the ten (10) year expiration date, the remainder of the prorated investment in the auditorium shall be either applied against the purchase price of the property if the TENANT acquires it, or shall be credited against the TENANT's rental payment. The TENANT retains the right to cancel the Lease after the first three (3) years with a One Hundred Twenty (120) day written notice.

If TENANT determines to terminate Lease prior to expiration date, the DISTRICT shall not be required to reimburse TENANT for investment in auditorium.

4. TENANT may make improvements and changes in the demised premises, including but not limited to the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary. It is agreed that any fixtures or equipment attached to or placed upon the leased premises will be considered as personal property of the TENANT, who shall have the right to remove said property at any time prior to the expiration of this Lease. All such improvements and changes shall be removed by TENANT at the end of the Lease period, and the leased premises shall be restored to their condition at the beginning of this Lease, reasonable wear and tear excepted, at TENANT's sole expense.

5. TENANT shall during the term of this Lease keep in good order, condition and repair the foundation, exterior walls, interior walls, roof, downspouts, gutter and roof of the premises, except for reasonable wear and tear, provided, TENANT expressly agrees that the use of roof areas shall be limited to ingress for maintenance purposes only, and that said roof areas shall not be used for storage, inventory and other similar uses.

TENANT shall during the term of the Lease keep the premises and every part thereof in good order, condition and repair.

If TENANT fails to perform its obligation under this Section, DISTRICT may at its option, after ten (10) days written notice to TENANT enter upon the premises and put the same in good order, condition and repair and the cost thereof shall become due and payable as additional rental by TENANT to DISTRICT upon demand.

TENANT agrees to submit to DISTRICT, for its review, any plans for major structural changes to the premises. The DISTRICT shall not unreasonably disapprove said plans. Comments of the DISTRICT shall be communicated in writing to the TENANT within sixty (60) days of submittal.

On the last day of the term hereof, or on any sooner termination, TENANT shall surrender the premises to DISTRICT in the same condition as when received, broom clean, ordinary wear and tear and damage by fire, the elements or any other cause beyond the control of TENANT excepted. TENANT shall repair

any damage to the premises occasioned by the removal of its trade fixtures, furnishings and equipment, prior to the expiration or sooner termination of this Lease.

TENANT shall maintain in good order and condition that air conditioning unit located on the main classroom building during the term of this Lease, or at its option may provide equal equipment.

TENANT shall, at its own cost and expense, provide all janitorial supplies and services to the leased premises, which shall include, but not limited to the replacement of restroom supplies, lightbulbs, and fluorescent tubes.

TENANT shall, at its own cost and expense, maintain the landscaping of the leased premises.

6. TENANT agrees, at its own expense, to maintain in force during the term of this Lease full comprehensive public liability insurance, insuring against all claims for injuries to persons or property occurring in, upon, or about the leased premises. Said policy shall have limits of not less than One Million Dollars ($1,000,000) for injuries to person or persons, and not less than One Hundred Thousand Dollars ($100,000) for property damage. TENANT shall, upon demand of DISTRICT, supply DISTRICT with a Certificate of Insurance of such policy and it agrees to provide an endorsement to such comprehensive liability policy or policies showing DISTRICT as an additional insured with respect to claims arising out of TENANT's occupancy and use of the leased premises.

The DISTRICT shall carry the necessary policy, or policies, covering the hazards of fire, vandalism, malicious mischief, and "extended coverage," in an amount of at least Ninety percent (90%) of replacement cost. TENANT shall reimburse DISTRICT the premium cost of said insurance.

7. TENANT shall cause all utility services to be placed in its name and shall pay all charges therefor during the term of this Lease. Such charges shall include utilities for all of the Seventeenth Street School facility.

8. All notices pursuant to this Lease shall be addressed as set forth below, or as either party may hereafter designate by written notice, and may be sent through the United States mail to:

DISTRICT -- Westminster School District
14121 Cedarwood Avenue
Westminster, California 92683

TENANT -- City of Westminster
8200 Westminster Avenue
Westminster, California 92683

9. TENANT shall hold harmless the DISTRICT for all property taxes which may be levied on the leased premises during the Lease period; and either pay to DISTRICT upon presentation by DISTRICT to TENANT of notice that such taxes are payable, or TENANT may avail itself of any property tax exemptions available to it.

10. TENANT agrees that no improvements shall be erected, placed upon, operated, or maintained within the demised premises, without prior consent of DISTRICT, nor shall any business conducted or carried on in violation of any regulations, order of law, statute, bylaw, or ordinance of any governmental agency having jurjsdiction.

TENANT agrees the premises will be used for public and community services. TENANT agrees the grounds will not be used for warehousing of materials or maintenance and repair of city vehicles.

TENANT shall make available, on a reasonable basis, use of the auditorium to DISTRICT schools without fee.

11. Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereof, all of whom shall be jointly and severally liable hereunder.

12. In the event of any breach of this Lease by TENANT, DISTRICT shall notify TENANT in writing of such breach, and TENANT shall have Sixty (60) days in which to cure said breach.

13. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause, without cause and beyond the control of the party obligated (financial inability excepted), performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either party from the prompt payment of any rental or other charges required except as may be expressly provided elsewhere in this Lease.

14. This Lease sets forth the entire agreement between TENANT and DISTRICT, and any modification must be in the form of a written amendment.

15. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16. The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Lease shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

17. In the event of: partial destruction of or damage to leased premises; or the leased premises being declared unsafe or unfit for occupancy by a public authority authorized to make such declaration, for any reason other than TENANT's act, use or occupation, except as otherwise provided; DISTRICT shall, as soon as practicable, make such repairs as are necessary to restore the leased premises to the condition which existed prior to destruction or damage and/or make such repairs as are necessary to make the leased premises safe and fit for occupancy. TENANT shall, however, be entitled to a reduction

of rent during any period its use and occupancy of the leased premises is adversely affected by reason of destruction, damage, restoration, and/or subsequent repair required thereby. Such reduction shall be proportionate to the interference with TENANT's ordinary use of the leased premises.

18. DISTRICT shall have the right at all reasonable times to inspect the leased premises to determine if the provisions of this Lease are being complied with.

19. TENANT has inspected the premises which are the subject of this Lease, and agrees that, as of the date of execution of this Lease, they are acceptable.

20. This Lease is entered into pursuant to the authority of Article 2, Chapter 2, Division 12 of the Education Code of the State of California (beginning with Section 16201).

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

ATTEST:

_____
City Clerk

WESTMINSTER SCHOOL DISTRICT

By _____
"DISTRICT"

CITY OF WESTMINSTER

By _____
"TENANT"

APPENDIX C-4

Agreement for Joint Maintenance and Operation

of a Community Pool

AGREEMENT

RANCHO SIMI COMMUNITY PARK SWIMMING POOL

This Agreement is entered into the date hereinafter set forth, by and between the Simi Valley Unified School District of Ventura County, hereinafter referred to as "School District", and the Simi Valley Recreation and Park District, a political subdivision of the State of California, hereinafter referred to as "Recreation District":

WITNESSETH:

WHEREAS, Chapter 6 of Division 12 of the Education Code of the State of California authorizes and empowers public school districts and recreation districts organized under Chapter 4 of Division 5 of the Public Resources Code to organize, promote and conduct programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State; and

WHEREAS, the School District and the Recreation District desire to enter into such a joint program pursuant to the provisions of said Chapter 6 of Division 12 of the Education Code of the State of California;

NOW THEREFORE, in consideration of the covenants, conditions, and provisions set forth herein, the parties hereto agree as follows:

1. General Purpose: The purpose and intent of this Agreement is to provide for the financing, construction, maintenance, and use by residents of the School District and Recreation District of a 50-meter swimming pool with appurtenant facilities at the Recreation District's Rancho Simi Community Park, located at 1765 Royal Avenue, Simi Valley, California. The swimming pool which is the subject of this Agreement shall be physically located at the park in the general area designated for such use on the master plans of the Recreation District for the Rancho Simi Community Park. It is understood that for the purposes of this Agreement the term "appurtenant facilities" shall include those facilities constructed pursuant to this Agreement for use in connection with the swimming pool, including, but not limited to, pool equipment, decking, fencing, lighting, restrooms, showers, and dressing rooms. The Recreation District shall construct a swimming pool at Rancho Simi Community Park approximately 50 meters in length and approximately 25 yards or 25 meters in width, with appurtenant facilities and maintain this pool in accordance with the terms of this Agreement.

2. Plans and Specifications: Following the approval of this Agreement by both the School District and the Recreation District, the Recreation District shall employ qualified architects and engineers who have been approved by the School District to prepare plans and specifications for the swimming pool, with appurtenant facilities, which is the subject of this Agreement. The plans and specifications prepared by the architects and engineers shall provide for construction of a swimming pool 50 meters in length and 25 yards in width. The plans and specifications shall also provide for the construction of the appurtenant facilities as agreed upon by the governing boards of the contracting districts. All work performed

by the architects and engineers shall be in accordance with design standards developed jointly by and mutually acceptable to the School District and Recreation District. In order to coordinate more effectively the development of plans and specifications and supervision of construction, the parties shall establish a "Construction Advisory Study Committee" consisting of an equal number of representatives from the School District and the Recreation District. It shall be the responsibility of this committee to work with the architects and engineers in the development of plans and specifications for the project and with the architects, engineers and contractors in the construction of the facilities. The committee shall coordinate the efforts of both Districts in the planning and construction phases of this project and make appropriate recommendations of the governing boards of the Districts. The plans and specifications for the swimming pool and appurtenant facilities shall be approved by the School District and the Recreation District prior to commencement of construction.

3. Construction: Following approval of the plans and specifications discussed in the preceding paragraph by the governing boards of the School District and the Recreation District, the Recreation District shall, in the manner prescribed by law, call for bids and let contracts for construction of the swimming pool and appurtenant facilities. The award of a construction contract to the lowest responsible bidder shall not be made without the approval of the governing boards of both the School District and the Recreation District. Supervision of construction and all dealings with the contractors constructing the improvements shall be the responsibility of the Recreation District. The Recreation District shall establish the schedule for construction of the improvements which are the subject of this Agreement. However, the Recreation District shall fully advise the School District of its plans for the scheduling of construction and follow School District recommendations whenever possible. Coordination of matters associated with construction shall be the responsibility of a Construction Advisory Study Committee consisting of an equal number of representatives from each District.

4. School District Contribution to Construction: The School District shall pay a total of two hundred thousand dollars ($200,000.00) towards the cost of construction of the swimming pool and appurtenant facilities which are the subject of this Agreement. This amount shall be paid in annual increments of a sum equal to all revenues which are in excess of direct maintenance, operational, and staffing costs, including funds received under State programs (net revenues) by the School District as a result of its summer instructional swimming program, but no less than a minimum of $20,000 except as set forth below. If the School District's net revenues from its summer instructional swimming program are greater than $20,000 in a given year, the amounts paid in excess of $20,000 shall be credited against the School District's subsequent payments if net revenues from the summer instructional swimming program fall below $20,000 in a given year. If the School District's net revenues from its summer instructional swimming program are less than $20,000 in a given year, the difference between the net revenues so received and the $20,000 annual required payment shall be credited against the School District's net revenues received in subsequent years from its summer instructional swimming program to the extent that net revenues exceed $20,000 in

subsequent years in calculating the actual amount of yearly payments to be paid by the School District to the Park District. The first payment shall be made within thirty (30) days following award of the first construction contract applicable to the swimming pool and appurtenant facilities. Subsequent payments shall be made each year on or before the anniversary date of the first payment becoming due.

The Recreation District shall pay or secure funds for the remainder of the construction costs. It is recognized that Recreation District funds for construction of the swimming pool and appurtenant facilities shall be obtained through use of a short-term loan. If it is not possible for the Recreation District to secure such financing, this Agreement shall be of no further force and effect, and the parties hereto shall be relieved of all further liability hereunder.

5. Title: Title to the swimming pool, appurtenant facilities, and the land upon which said pool and facilities are located is and shall remain vested in the Recreation District. The School District shall have the right to use the pool and facilities in accordance with this Agreement during the term of this Agreement.

6. Coordinating Advisory Committee: A Coordinating Advisory Committee shall be established following construction of the swimming pool composed of an equal number of representatives from the School District and Recreation District. The Coordinating Advisory Committee shall coordinate and evaluate the recreational and instructional programs of the two Districts. The committee shall also coordinate and develop recommendations relative to the types of use to be made of the pool and facilities and the specific schedules for usage of the pool and facilities. The Coordinating Advisory Committee shall meet at least once annually. It shall also meet upon the giving of ten (10) days written notice by the District requesting such a meeting. The District requesting a meeting of the Coordinating Advisory Committee may set the specific time and place of such a meeting, provided that the meeting shall be held within the geographical boundaries of the Districts. The Coordinating Advisory Committee may be expanded to include representatives of the community upon the mutual agreement of the governing boards of the two Districts. The Committee shall act in an advisory capacity to the governing boards of the School District and Recreation District, and it shall have no independent power or authority with the exception that it shall have the authority to make minor changes in the scheduling of usage of the swimming pool and appurtenant facilities.

7. Scheduling of Use: During the term of this Agreement both the School District and the Recreation District shall be entitled to use the swimming pool and appurtenant facilities for their instructional and recreational programs. It is the intent of the parties to secure the maximum use of the pool and facilities and to establish schedules for such use which will permit both Districts to develop long-range plans. The scheduling of use of the pool and facilities may be altered from time to time as necessary or convenient for the parties upon the mutual agreement of both Districts. The scheduling of use shall be considered by the Coordinating Advisory Committee, which shall submit its recommendations to the governing boards of the School District and Recreation District. Scheduling of special dates shall be worked out in advance of such dates

by the Coordinating Advisory Committee to avoid conflicts in use by the two Districts. Minor changes in the scheduling of use may be made by the Coordinating Advisory Committee. However, any schedule change which shall extend beyond a period of two (2) weeks or which shall involve more than a ten percent (10%) change in use by either District shall be presented to the governing boards of the two Districts. Until altered by mutual agreement of the School District and Recreation District, the following schedule shall be in effect for use of the Rancho Simi Community Park swimming pool and appurtenant facilities by the School District and Recreation District:

School Year (mid-September through mid-June)

Monday through Friday

6:30 a.m. - 8:00 a.m.	Recreation District use and use by School District athletic programs.
*8:00 a.m. - 4:30 p.m.	School District use.
**4:30 p.m. - 9:00 p.m.	Recreation use.

Saturday and Sunday

All day (8:00 a.m. - 9:00 p.m.)	Recreation District use. The School District may reserve the pool for special events or athletic events on weekends as needed.

Summer Months (mid-June to mid-September)

Monday through Friday

8:00 a.m. - 1:00 p.m.	School District instructional program.
1:00 p.m. - 5:30 p.m.	Recreation District use and public swimming.
5:30 p.m. - 7:00 p.m.	School District special swim classes (Adult Education, lifesaving, water ballet, etc.).
7:00 p.m. - 10:00 p.m.	Recreation District use and public swimming.

Saturday and Sunday

All day (8:00 a.m. - 10:00 p.m.)	Recreation District use and public swimming.

*The Recreation District may require a one-hour period Monday through Friday for community swimming programs.

**Hours to be extended on certain dates as necessary to complete School District water polo matches and swim meets.

***The summer months schedule also applies to the Sequoia Park pool and the Simi Valley High School pool.

8. Instructional Swimming Program: The School District and Recreation District shall establish instructional swimming programs for the residents of the two Districts. Coordinating and scheduling of the instructional programs shall be considered by the Coordinating Advisory Committee, and the recommendations of that committee shall be considered by the governing boards of the two Districts. Until such time as the entire $200,000 contribution of the School District to the Park District has become due and payable, or has been paid, the School District will conduct a comprehensive instructional swimming program at the pool and appurtenant facilities located at the Recreation District's Rancho Simi Community Park and Sequoia Park, and at the Simi Valley High School during the summer months of each year in accordance with the schedule of use set forth in the preceding paragraph of this Agreement. The School District shall make no charge to residents for the instruction. During such time as the School District is conducting summer comprehensive instructional swimming programs at the facilities noted above, the Recreation District shall not conduct summer instructional programs without prior approval of the School District, with the exception that the Recreation District may continue its instructional swimming program for pre-school age children. After the entire $200,000 contribution of the School District to the Park District has become due and payable, or has been paid, the School District and Recreation District will negotiate terms and fees for continued use of District pools for summer instructional swimming programs. A Recreation District representative shall be included as a member of the interview committee for determining qualifications of and establishing eligibility lists for School District instructional staff and other aquatic personnel directly involved with the instructional swimming programs.

9. Costs of Operation, Maintenance, and Supplies: The Recreation District shall operate, maintain, and provide supplies for the swimming pool and appurtenant facilities constructed under this Agreement and other pools on Park District property used by the School District. At the end of each three (3) months period within each fiscal year, or at other mutually agreed upon times, the Recreation District shall establish the actual costs expended for operation, maintenance, and supplies for the swimming pools and appurtenant facilities covered by this Agreement. The School District shall pay a pro-rata share of the costs of operation, maintenance, and supplies based upon the number of hours the swimming pools are made available for use by each of the Districts. The pro-rata share of the School District in such costs shall be computed in the following manner. First, the total number of hours for which the swimming pool and appurtenant facilities are scheduled for use by both Districts shall be computed. Next, the total number of hours for which the swimming pool and appurtenant facilities are scheduled for use by the School District shall be computed. Third, the percentage of scheduled use by the School District, as related to total scheduled hours, shall be computed. Finally, the percentage of scheduled use by the School District shall be applied against the expenses of operation, maintenance, and supplies, and the School District shall pay to the Recreation District that percentage of said costs which is equivalent to its percent of scheduled use of the swimming pool and appurtenant facilities. The charges applicable to the School District shall be modified as the schedule for use of the pool and facilities is modified during the term of this Agreement. For the

purposes of this paragraph and this Agreement, expenses of "operation", expenses of "maintenance", and expenses for "supplies" shall be defined to include the following:

Operation: Expenses of operation are defined as all expenses incurred in operating the swimming pool and appurtenant facilities, including, but not limited to items such as cleaning, disinfecting, heating, lighting, water and similar items which are regularly incurred either daily, weekly, or monthly, and the salaries for necessary custodian's and engineer's time.

Maintenance: Expenses of maintenance are defined to include routine expenditures for repairs to maintenance equipment and recreational equipment used in connection with the pool and appurtenant facilities, to the swimming pool, to the bath house, to other necessary buildings, and to the heating, ventilation, and filtering plants. Expenses of maintenance shall include the reconditioning and repainting of floors and walls. Expenses of maintenance shall also include non-routine expenditures for repair and/or replacement of the swimming pool, bath house, other necessary buildings and bleachers, heating, ventilating and filtering plants, plumbing, and electrical fixtures and other equipment of such type, and locker room benches, lockers, bags and racks. All plans and specifications for the above-mentioned non-routine expenditures shall be presented to the School District for review and recommendation prior to advertising for bids or performance of the work. Performance of such work shall be scheduled, to the greatest extent consistent with use of the facilities, in a manner acceptable to both parties.

Supplies: Expenses for supplies shall include such expenses in connection with the use of the physical plant as brooms, mops, lubricating oil, lights, toilet supplies, soap, swimming pool chlorine, diatomaceous earth and neutralizing alkaline and similar custodian's supplies or items.

10. Amendment of Agreement: It is recognized that the passage of time may necessitate periodic amendment of the Agreement set forth in this instrument in order to provide for the most effective use of the swimming pool and appurtenant facilities, to provide effective management and control of the pool and facilities, and to provide for the equitable sharing of responsibility for the operation, maintenance, and supplies required by the pool and facilities. Accordingly, the governing boards of the School District and the Recreation District may, at any time, by written mutual agreement amend the covenants, conditions, and provisions set forth herein.

11. Control of Pool and Facilities: During such times as the swimming pool and appurtenant facilities are scheduled for use by the School District, the School District shall have control over and the beneficial use of the swimming pool and appurtenant facilities, and the School District may charge reasonable admissions and fees for use of the pool and facilities except that no charge shall be made by the School District for its summer program. During such time as the swimming pool and appurtenant facilities are scheduled for use by the Recreation District, the Recreation District

shall have control over and the beneficial use of the pool and facilities, and the Recreation District may charge reasonable admissions and fees for use of the pool and facilities. Funds so collected by each District shall be and remain the property of the District collecting same. During times when the swimming pool and appurtenant facilities are not scheduled for use by either the School District or the Recreation District, the Recreation District shall be responsible for the control and supervision of the pool and facilities. The hours for which the pool and facilities are not scheduled for use shall not be considered in the allocation of charges between the School District and Recreation District under this Agreement.

12. Safety: The facility shall at all times be operated in accordance with established safety standards, and it shall be the responsibility of each party while operating the facility under this Agreement to provide and pay for all supervisorial personnel and/or lifeguards.

13. Indemnification: The School District shall hold the Recreation District, its Board of Directors, officers, agents and employees, free and harmless from liability for loss, damage, or injury to persons or property (including Recreation District property) arising out of use of the swimming pool and appurtenant facilities and occurring during the period that the School District has jurisdiction and control of the operation of said pool and facilities. Conversely, the Recreation District shall hold the School District, its Board of Education, officers, agents and employees, free and harmless from liability for loss, damage, or injury to persons or property arising out of use of the swimming pool and appurtenant facilities and occurring during the period that the Recreation District has jurisdiction and control of said pool and facilities. So long as the School District utilizes the pool and facilities at Sequoia Park for its instructional swimming program, the provisions of this paragraph shall apply to that use as well.

14. Insurance: Both the School District and the Recreation District shall carry liability insurance covering their use of the swimming pool and appurtenant facilities equal to or greater than the sum of $1,000,000.00 per occurrence. Upon request, each party shall provide the other with a Certificate of Insurance from a reliable insurance company indicating the type of insurance and the amount of insurance carried. Each District shall notify the other of any cancellation, renewal, or expiration of insurance applicable to use of the swimming pool and appurtenant facilities. So long as the School District utilizes the pool and facilities at Sequoia Park in connection with its instructional swimming program, the School District shall carry insurance in accordance with this paragraph covering its program at Sequoia Park.

15. Additional Coordinated Activities: It is the intent of the contracting Districts that this Agreement may from time to time be expanded to include other coordinated recreational activities of the School District and Recreation District as mutually agreed upon by the parties. In the event such other or additional activities are considered, they shall be studied by the Coordinating Advisory Committee and appropriate recommendations shall be made to the governing boards of the two Districts. Such other activities shall be instituted only upon written agreement of the governing boards of the two Districts.

16. Term of Agreement: This Agreement shall be in full force and effect for a period of twenty-five (25) years. However, this Agreement may be terminated prior to the expiration of twenty-five years on the happening of one of the following events. The Recreation District may terminate this Agreement at any time upon payment to the School District of a sum equal to the total capital improvement funds paid by the School District to the Recreation District under the provisions of Paragraph 4 (School District Contribution to Construction) above, less a sum equal to interest the School District would have paid on a $200,000 loan dated concurrent with this Agreement through the effective date of termination with simple interest paid on the annual principal balance outstanding. Said interest shall be computed at the same interest rate as that established for the Recreation District's loan for construction of the pool and appurtenant facilities. The School District shall have the right to terminate this Agreement at any time following payment to the Recreation District of all sums required to be paid by it under Paragraph 4 (School District Contribution to Construction) above. Termination prior to the expiration of twenty-five (25) years shall be accomplished by the giving of written notice by the governing Board of the terminating District and the payment within a period of sixty (60) days thereafter of all sums required to be paid under this paragraph.

17. Successors in Interest: This Agreement shall be binding upon the assigns, transferees, and successors in interest of the School District and the Recreation District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of March, 1975.

BOARD OF EDUCATION
SIMI VALLEY UNIFIED SCHOOL DISTRICT

By _____

BOARD OF DIRECTORS
SIMI VALLEY RECREATION AND PARK DISTRICT

By _____

APPENDIX C-5

Agreement for Joint Use of Buses

BUS AGREEMENT

THIS AGREEMENT is hereby made and entered into for the 4th day of June, 1979, between the RANCHO SIMI RECREATION AND PARK DISTRICT, Ventura County, State of California, hereinafter known as the Recreation District, and the SIMI VALLEY UNIFIED SCHOOL DISTRICT, Ventura County, State of California, hereinafter known as the School District.

It has been determined by the Board of Directors of the Recreation District and the Governing Board of the School District that in order to promote and preserve the health and general welfare of the people of the Simi Valley, it is desirable to provide programs of community recreation. In order to carry out these programs of community recreation, it is necessary for the Recreation District to have adequate transportation facilities available.

The School District has buses available which from time-to-time are not in use for school purposes and is desirous of assisting the Recreation District in carrying-out its community recreation program. Therefore, for the above stated reasons and under the authority of Education Code 16862, the Recreation District and the School District do hereby enter into the following agreement:

1. The School District agrees to furnish the Recreation District the use of School District buses for community recreation purposes during the terms of this Agreement.

2. The Recreation District agrees to pay the School District:

   A. Driver's salary plus twenty (20) per cent overhead expenses (Retirement, Social Security, Workman's Compensation, etc.).

   B. Average per-mile operational cost as determined on the most current State Transportation Report available.

   C. Depreciation cost of ten (10) per cent of the operational cost.

   D. Five ($.05) cents per mile insurance charge.

3. Use of these buses by the Recreation District shall be limited to those times when (2) Buses are not needed by the School District, (b) a driver and one backup crew is available during the entire trip. For this reason, holiday usage should be encouraged, (c) Usage will not jeopardize effective functioning of the pupil transportation services.

4. The buses shall be driven by the regularly employed and licensed School District bus drivers. The driver's salary will be paid by the School District.

5. The Recreation and Park District will provide the following:

   A. For lodging needs of the bus driver on over-night trips.

   B. All fees required in connection with the trip.

6. The buses shall be maintained and operated in conformance with the provisions of the California Education Code, Title V and XIII of the California Administrative Code, and California Vehicle Code and the District Rules and Regulations for Pupil Transportation.

7. This agreement shall be in effect from July 1, 1979 to June 30, 1982. The agreement may be terminated by either party by giving the other party ninety-days' written notice.

8. The route to be followed including places where the bus will stop on the trip shall be agreed upon by the Recreation District and the School District prior to use of the bus by the Recreation District.

9. The School District will provide insurance coverage for the use of the bus by the Recreation District and shall keep in force a liability insurance policy in the amount of One Million Dollars ($1,000,000.00) for the death or injury to person or persons and a further policy of One Million Dollars ($1,000,000.00) for property damage. The Recreation District hereby agrees to idemnify and hold the School District, its officers and employees harmless from all claims, costs, liabilities, including attorney's fees arising out of or in any way connected with the uses of these buses by the Recreation District for any liability not covered by the policies or for any amounts over and above the policy limits set out above.

10. When the Recreation and Park District wishes to conduct a trip with use of the buses of the Simi Valley Unified School District, it must execute a "Transportation Request and Driver Report" form. Each trip must be made out on separate forms. This trip request will not be considered if the form has not been completed to the fullest extent. A complete description of the destination and other pertinent information is necessary. The destination should include such information as the exact location and the complete address. Additional helpful information would be the parking facilities, time schedule, etc. It is also necessary in accordance with the terms of this contract to submit a pre-planned route in addition to this regular form.

    The Recreation and Park District will submit the "Transportation Request and Driver Report" form to the Director of Transportation or his representative at least ten (10) school days in advance of the trip date. Final trip approval will be indicated by the return of a copy carrying signature of the Director of Transportation or his representative to the Recreation and Park District of origin.

No commitments will be made to any individual or group prior to receipt of the final trip approval.

RANCHO SIMI RECREATION AND PARK DISTRICT OF VENTURA COUNTY, STATE OF CALIFORNIA

BY_____
Authorized Agent, Board of Directors

DATE_____

SIMI VALLEY UNIFIED SCHOOL DISTRICT OF VENTURA COUNTY, STATE OF CALIFORNIA

BY_____
Authorized Agent, Board of Trustees

DATE_____

APPENDIX C-8

Agreement for Lease of a Portion

of An Intermediate School

AGREEMENT FOR THE LEASE OF A
PORTION OF THE HOUGE INTERMEDITE
SCHOOL SITE

THIS AGREEMENT, made and entered into this 31st day of August, 1978, by and between the CAMBRIAN ELEMENTARY SCHOOL DISTRICT, a school district in the County of Santa Clara (hereinafter called "Lessor") and the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter called "Lessee");

W I T N E S S E T H:

WHEREAS, Lessor's Board of Trustees, in accordance with Section 39333 of the Education Code of the State of California and pursuant to Sections 39360 et seq., of said Education Code, has declared the N. B. Houge Intermediate School and its grounds as not needed for classroom purposes and intends to lease a portion of said Houge School and its grounds to the City of San Jose; and

WHEREAS, Lessee desires to acquire use of a portion of the N. B. Houge Intermediate School and its grounds for development and use for public park and playground purposes and for community recreation program purposes.

NOW THEREFORE, for and in consideration of their mutual promises, covenants, and agreements herein contained, the parties hereto by hereby agree as follows:

1. Leased Premises.

Lessee hires from Lessor, and Lessor rents to Lessee that portion of the N. B. Houge Intermediate School and its grounds (including buildings identified by numbers 5, 7, and 8 and all other existing installations and facilities) in the City of San Jose as identified and illustrated on the attached "Exhibit A" which is incorporated herein by reference.

2. Additional Facility Use.

While expressly not a part of the leased premises, the Lessor hereby grants Lessee the right to use that building; identified as building number 4 in the attached "Exhibit A", at such times as permitted by Lessor during the term hereof. Lessor shall control the schedule of use of said building number 4. At such times as Lessor makes said building number 4 available for use by Lessee, pursuant to the provisions of this agreement, such use shall be at no cost to Lessee and shall be for short term commitments only.

3. Use of Premises.

Lessee shall use the leased premises and facilities solely for the purpose of providing public park and recreation facilities. Lessee shall allow all the general public the use of the leased premises and improvements installed thereon to the fullest extent consistent with maximum efficient and safe use of the leased premises and improvements.

4. Rent.

Rent shall be One Dollar ($1.00) per year payable on the commencing date of this lease and on the like day and month of each and every successive year during the term of this lease; provided, however, that it Lessee desires, the total rent for the initial term or for any renewal term of this lease may be paid in advance.

5. Equipment and Furnishings.

To the extent that Lessor has equipment and furnishings available that are suitable for use by Lessee in providing community recreation programs on the leased premises, Lessor may permit Lessee the use of such equipment and furnishings. Lessor shall provide Lessee with an initial inventory listing of such equipment and furnishings so provided. Lessor's representative and a designated representative of Lessee's Director of Parks and Recreation shall conduct an inventory, at least annually, of all equipment and furnishings provided by the Lessor. Such periodic inventories shall be scheduled by mutual agreement between representatives of Lessor and Lessee.

6. Repairs and Maintenance.

a. Lessor shall provide for all repairs and maintenance to buildings number 5, 7 and 8 which are included in the leased premises.

b. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for one hundred percent (100%) of the costs of repairs and maintenance to said buildings number 5, 7 and 8. Such billing shall be by invoice itemizing Lessor's expenditures for said repairs and maintenance by categories of:

(1) Personnel salaries/wages.

(2) Personnel benefits (Retirement; Health and Welfare Insurance; State Unemployment Insurance; Worker's Compensation coverage; Old-Age, Survivors, Disability and Hospital Insurance; etc.).

(3) Supplies and Materials.

c. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for building repairs and maintenance.

d. Lessor shall be responsible for the upkeep and maintenance of the grounds and facilities thereof. Lessor agrees that its upkeep and maintenance shall keep the grounds and facilities in a good and safe condition acceptable to Lessee and that Lessor's upkeep and maintenance shall be at a level at least equivalent to the actual standard of grounds, facilities and turf maintenance as are practiced by the Lessee on comparable park sites of the City of San Jose.

e. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for Lessee's share of the costs of upkeep and maintenance of grounds and facilities leased to Lessee under the provisions of this agreement. Such billing shall be by invoice itemizing Lessor's costs of said upkeep and maintenance by categories of:

(1) Personnel salaries/wages.

(2) Personnel benefits (Retirement; Health and Welfare Insurance; State Unemployment Insurance; Worker's Compensation coverage; Old-Age, Survivors, Disability and Hospital Insurance; etc.).

(3) Supplies and Materials.

f. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for upkeep and maintenance of grounds and facilities.

7. Utility and Security Services.

a. Lessor shall provide all utility services, including water, electricity and gas; all garbage and refuse disposal service and all security alarm services.

b. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for Lessee's share of the costs of the utility, disposal and security alarm services. Such billing shall be by invoice itemizing Lessor's expenditures for said utility, disposal and alarm services by categories of:

(1) Utilities (electricity, water, gas).

(2) Disposal service.

(3) Security alarm services (fire alarm, intrusion alarm, etc.).

c. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for utility, disposal and alarm services.

d. Lessee shall be responsible, at Lessee's own cost and expense, for all telephone service needed by Lessee.

8. Custodial Service.

a. The Lessor shall provide custodial service for buildings number 5, 7 and 8 for four (4) hours each day on Lessor's normal work days. Such services shall include the general care and cleaning of rooms, halls, corridors, windows and restroom facilities, and shall include supplies and materials needed for such service.

b. Lessor shall bill Lessee, on a quarterly basis throughout the term of this agreement, for Lessee's share of the costs of custodial service. Such billing shall be by invoice itemizing Lessor's costs of such custodial service by categories of:

(1) Personnel salaries/wages.

(2) Personnel benefits (Retirement; Health and Welfare Insurance; State Unemployment Insurance; Worker's Compensation coverage; Old-Age, Survivors, Disability and Hospital Insurance; etc.).

(3) Supplies and Materials.

c. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for custodial services.

d. Lessee shall be responsible for exercising supervision over personnel performing custodial services in buildings number 5, 7 and 8.

9. Right to Modify Buildings.

Lessee may, at Lessee's own cost and expense, modify, remodel or refurbish the interior of buildings number 5, 7 and 8; provided, that Lessee shall have first obtained written permission from Lessor's District Superintendent or from said Superintendent's designee for such modification, remodeling or refurbishing.

10. Damage to Premises/Facilities.

Lessee agrees to pay the Lessor for the cost of repair or replacement of any property or facilities of the Lessor which are lost, damaged or stolen as a result of Lessee's use under the provisions of this agreement of the leased premises described in paragraph 1, above, or of Lessor's equipment and furnishings permitted to be used by Lessee in accordance with paragraph 5, above; except that Lessee shall have no obligation to pay for the costs of repair or replacement of any property as facilities which may be lost, damaged or stolen as the result of, or to the extent the same is increased by, the Lessor's failure to keep the leased premises in good order and safe condition as provided in paragraph 6, above.

11. Status of Lessee.

Consistent with the use of the leased premises, and for the purposes of designing, administering, operating and supervising the leased premises and improvements as a public park and recreation facility pursuant to this agreement, Lessee shall have complete and exclusive possession and control of the leased premises the same as if Lessee owned the same.

12. Quiet Possession.

So long as Lessee performs pursuant to the provisions and conditions of this agreement, Lessee shall enjoy peaceable and quiet possession of the leased premises, without suit, trouble or hindrances from Lessor or any person claiming title through Lessor. Lessee shall have the right, and the duty, to enforce the quiet and peaceable use of the leased premises as against Lessor, persons claiming through Lessor, or otherwise.

13. Right to Enter.

a. Lessor reserves the right, by its officers and employees, to enter into and upon the leased premises at all reasonable times (and in emergencies at all times) (1) to make any inspection Lessor may deem expedient or desirable for the proper enforcement of the covenants, conditions and provisions of this agreement; or (2) to repair, maintain or perform upkeep on the leased premises under the provisions of paragraph 6, above.

b. Lessee shall provide Lessor with keys as necessary to permit Lessor's officers and employees such access to the leased premises.

14. Site Improvement.

a. Lessee has the right to improve the grounds and facilities of the N. B. Houge Intermediate School site included in the leased premises for the purpose of providing public park and recreational facilities; provided, that prior to making such improvements Lessee shall first obtain written approval from Lessor's District Superintendent.

b. Lessee agrees to expend funds in an amount of not less than $100,000.00 during the first twelve (12) months of the term of this agreement for improvements to the grounds and facilities of the leased premises including, but not limited to, renovation of existing turf, paving of a parking area, security lighting, perimeter fencing and fifty percent (50%) of the costs of security fencing along the boundary between the leased premises and that portion of the Houge School site not leased to Lessee under the provisions of this agreement. The Lessor agrees to contribute the other fifty percent (50%) of the costs of said security fencing along the boundary between the leased premises and that portion of said school site not leased to Lessee hereunder.

15. Terms of Lease/Renewal Options.

a. The initial term of this lease shall be for a period of fifteen (15) years, commencing on September 1, 1978, and expiring on August 31, 1993.

16. Termination.

a. If the Lessor needs to use the leased premises or any part thereof for educational purposes of the public school system, Lessor shall give written notice to Lessee by January 1 of the year in which the leased premises or any part thereof are needed by Lessor, said notice to specify which portions of the leased premises are needed by Lessor. If the Lessee is

given notice properly by Lessor that buildings 5, 7 or 8 are needed by Lessor, the Lessee shall vacate such buildings so designated by June 30 of that year and thereafter Lessee shall have no further right to use such building under the provisions of this agreement. If the Lessee is given notice properly by Lessor that the entire grounds and facilities of the leased premises are needed by Lessor, the Lessee shall vacate said grounds and facilities by June 30 of that year; provided, however, that Lessee then shall have the continuing right for any remaining term of this agreement to use all or portions of said grounds and facilities for community recreation program purposes, at no cost to Lessee, when all or portions of said grounds and facilities are not needed by Lessor for educational purposes of the public school system.

b. The Lessee may terminate this agreement at any time during the initial term, or any renewal term, upon written notice to the Lessor at least one hundred and eighty (180) days in advance of the elected termination date. Lessee's Director of Parks and Recreation is empowered, on the part of City, to decide that this agreement is to be terminated and to furnish written notice thereof to Lessor.

17. Notices.

Any notice regarding this agreement required of the parties by law or by the provisions of this agreement shall be made by mailing, first class postage prepaid, or by delivering the same personally addressed as follows:

Lessor	Lessee
Superintendent Cambrian Elementary School District 4115 Jacksol Drive San Jose, CA 95124	Director of Parks and Recreation City of San Jose 151 West Mission Street San Jose, CA 95110

or to such other place as Lessor or Lessee may, by written notice to the other party, designate.

18. Indemnification by Lessee.

The Lessee shall assume the defense of and indemnify and save harmless the Lessor, Lessor's officers, employees and agents from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of the Lessee, Lessee's officers, employers or agents, arising from the performance of this agreement.

19. Indemnification by Lessor.

The Lessor shall assume the defense of and indemnify and save harmless the Lessee, Lessee's officers, employees and agents from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of the Lessor's failure to keep the premises in good repair and in safe condition or otherwise arising from the performance of this agreement.

20. Assignments, Subcontracts.

This agreement, or any part thereof, may not be assigned or subcontracted by the Lessee except with the prior written consent of the Lessor. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the Lessor, terminate the agreement.

21. Prior Possession.

Lessor and Lessee agree that possession of the leased premises as provided for in this agreement and delivered prior to the execution of this agreement was in consideration of the execution of this agreement and each party does hereby agree that such prior acts are ratified as their acts and agrees to pay for such possession or acts as under the terms of this agreement.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By _____
Mayor
"City"

ATTEST:

_____
City Clerk

CAMBRIAN ELEMENTARY SCHOOL DISTRICT

By _____
Title: Superintendent

And _____
Title:
"District"

FIRST AMENDMENT TO AGREEMENT
FOR THE LEASE OF A PORTION OF THE
HOUGE INTERMEDITE SCHOOL SITE

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 31st day of July, 1980, by and between the CAMBRIAN ELEMENTARY SCHOOL DISTRICT, a school district in the County of Santa Clara (hereinafter called "Lessor") and the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter called "Lessee");

W I T N E S S E T H:

WHEREAS, on August 31, 1978, Lessor and Lessee entered into an "Agreement for the Lease of a Portion of the Houge Intermediate School Site" (hereinafter referred to as "Original Agreement") which provided for Lessee to acquire use of a portion of the N. B. Houge Intermediate School and its grounds for development and use for public park and playground purposes and for community recreation program purposes; and

WHEREAS, paragraph 6 of said Original Agreement provides that Lessor shall be responsible for the upkeep and maintenance of the grounds and facilities thereof with Lessee to make reimbursement to the Lessor, based upon billing by the Lessor, for Lessee's share of the costs of upkeep and maintenance of grounds and facilities leased to Lessee under the provisions of the Original Agreement; and

WHEREAS, paragraph 7 of said Original Agreement provides that Lessor shall, amongst other things, provide all security alarm services with Lessee to reimburse Lessor for the costs of said security alarm services, based upon billing by the Lessor, for Lessee's share of the costs of said security alarm services applicable to the buildings leased to Lessee under the provisions of the Original Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Original Agreement to provide, effective July 1, 1980, for Lessee to provide all upkeep and maintenance on the entire grounds leased by Lessee under the provisions of the Original Agreement and for Lessor to continue to have responsibility for the upkeep and maintenance of all buildings leased by the Lessee under the provisions of the Original Agreement and for Lessee to continue to reimburse the Lessor for the Lessee's share of the cost of upkeep and maintenance of the buildings so maintained by the Lessor; and

WHEREAS, Lessor and Lessee additionally desire to amend the Original Agreement to provide that the Lessee be responsible for security alarm services in those buildings included in the premises leased by the Lessee.

NOW THEREFORE, for and in consideration of their mutual promises, covenants, and agreements herein contained, the parties hereto by hereby agree as follows:

I. Effective July 1, 1980, paragraph 6 of the Original Agreement is deleted and the following is substituted therefore:

"6. Repairs and Maintenance.

a. Lessor shall provide for all repairs and maintenance to buildings number 5, 7 and 8 which are included in the leased premises.

b. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for one hundred percent (100%) of the costs of repairs and maintenance to said buildings number 5, 7 and 8. Such billing shall be by invoice itemizing Lessor's expenditures for said repairs and maintenance by categories of:

(1) Personnel salaries/wages.

(2) Personnel benefits (Retirement; Health and Welfare Insurance; State Unemployment Insurance; Worker's Compensation coverage; Old-Age, Survivors, Disability and Hospital Insurance; etc.).

(3) Supplies and Materials.

c. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for building repairs and maintenance.

d. Lessee shall be responsible, at Lessee's own cost and expense, for the upkeep and maintenance of the grounds and facilities exclusive of buildings in the leased premises. Lessee's Director of Parks and Recreation, on behalf of Lessee, may determine from time to time that it is more economical for Lessor to provide certain upkeep and maintenance services on the grounds and facilities leased under the provisions of this agreement. If the Lessor provides such upkeep and maintenance services based upon authorization by Lessee's Director of Parks and Recreation, Lessor shall include Lessor's cost for such upkeep and maintenance services in a billing for costs submitted to Lessee in accordance with subparagraph e., below.

e. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for Lessee's share of the costs, if any, of authorized upkeep and maintenance of grounds and facilities leased to Lessee under the provisions of this agreement. Such billing shall be by invoice itemizing Lessor's costs of said upkeep and maintenance by categories of:

(1) Personnel salaries/wages.

(2) Personnel benefits (Retirement; Health and Welfare Insurance; State Unemployment Insurance; Worker's Compensation coverage; Old-Age, Survivors, Disability and Hospital Insurance; etc.).

(3) Supplies and Materials.

f. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing satisfactory to Lessee for upkeep and maintenance of grounds and facilities."

II. Paragraph 7 of the Original Agreement is deleted and the following is substituted therefore:

"7. Utility and Protective Services.

a. Lessor shall provide all utility services including water, electricity and gas; all refuse disposal service and all fire alarm/extinguisher services.

b. Lessor shall bill the Lessee, on a quarterly basis throughout the term of this agreement, for Lessee's share of the costs of the utility, refuse disposal and fire alarm/extinguisher services. Such billing shall be by invoice itemizing Lessor's expenditures for said utility, refuse disposal and fire alarm/extinguisher services by categories of:

(1) Utilities (electricity, water, gas, etc.).

(2) Refuse disposal services.

(3) Fire alarm services.

(4) Fire extinguisher services.

c. Lessee agrees to initiate payment to Lessor within five (5) working days after receipt of a billing from Lessor to Lessee for utility, refuse disposal and fire alarm/extinguisher services.

d. Lessee shall be responsible, at Lessee's own cost and expense, for the following services as needed by Lessee within the leased premises:

(1) Intrusion alarm systems and services.

(2) All telephone services."

III. Paragraph 10 of the Original Agreement is deleted and the following is substutited therefore:

"10. Damage to Premises/Facilities.

Lessee agrees to pay the Lessor for the cost of repair or replacement of any property or facilities of the Lessor which are lost, damaged or stolen as a result of Lessee's use under the provisions of this agreement of the leased premises described in paragraph 1, above, or of Lessor's equipment and furnishings permitted to be used by Lessee in accordance with paragraph 5, above; except that Lessee shall have no obligation to pay for the costs of repair or replacement of any property as facilities which may be lost, damaged or stolen as the result of, or to the extent the same is increased by, the Lessor's failure to keep the buildings leased by Lessee on the leased premises in good order and safe condition as provided in paragraph 6, above."

IV. The "Exhibit A" which was attached to the Original Agreement and contained an illustration of the premises leased by the Lessee under the provisions of said Original Agreement is deleted and the attached "Exhibit A" (Revised 6/02/80) is substituted therefore.

V. All other terms, provisions and conditions of the Original Agreement remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

APPROVED AS TO FORM:

_____
Deputy City Attorney

CITY OF SAN JOSE, a municipal corporation

By_____
City Clerk
"City"

CAMBRIAN ELEMENTARY SCHOOL DISTRICT

By_____
Title: District Superintendent

And_____
Title:
"District"